

REQUEST FOR PROPOSALS



RFP #: HEP-2021-08

TITLE: Warehousing Services for Emergency Medical Equipment Storage and Supplies Stockpile, and Strategic National Stockpile

The County of San Mateo is seeking proposals for warehousing services for the emergency medical equipment and supplies stockpile, and Strategic National Stockpile for San Mateo County Health.

Number of contracts to be awarded	1
Estimated Contract Value or Range	\$600,000-1,000,000
Funding Sources	<input type="checkbox"/> Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> Other
Expected Contract Duration	60 months
Options to Renew	Subject to San Mateo County Purchasing Policy and Guidelines
Proposals required other than via Public Purchase	N/A
Authorized Contact Person	Shruti Dhapodkar, M.D. / Health Emergency Preparedness Manager
Authorized Contact Person e-mail	sdhapodkar@smcgov.org
E-mail Address for Protests	sdhapodkar@smcgov.org
RFP Released	Aug 6, 2021; 1:00 PM PST
Deadline for Questions, Comments and Exceptions	Aug 18, 2021 5:00 PM PST
Release Responses to Questions	Aug 20, 2021
Facility Walkthrough	TBD
Proposal Due Date and Time	Sep 3, 2021; 5:00 PM PST
Notice of Intent to Award*	Sep 10, 2021
Protest Deadline*	Sep 17, 2021; 5:00 PM PST
County Board Approval*	Nov 16, 2021

*Subject to change

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SECTION I - DEFINITIONS

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

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

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

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

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

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

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

Major Change: a change to the specified performance, maintainability, operation, power requirements, compatibility, measurement, user interface, reliability, quantity, scale, quality, terms, delivery method, or requirement of any product or service that affects the obligations of the parties or reflects a substantial alteration in circumstances surrounding the agreement, or is of such a nature that knowledge of the change would affect a person's decision-making process.

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

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

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

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

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

Strategic National Stockpile (SNS): the United States' national repository of antibiotics, vaccines, chemical antidotes, antitoxins, and other critical medical supplies. The SNS's role is to supplement state and local medical supplies and equipment during public health emergencies.

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

Subject Data: Any recorded information, whether or not copyrighted, that is a Deliverable including, but not limited to: computer software, computer data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information.

Task Order or Purchase Order: a document from the County requesting goods and/or services that is placed against a Contract or that is the first request from the County to a vendor, indicating types, quantities, and prices of products or services.

The County: San Mateo County

Warranty Period: a period of not less than one year during which all items provided under the Contract are free from defects in design, material and workmanship.

SECTION II - INSTRUCTIONS FOR PROPOSERS

2.1 PRE-SUBMITTAL ACTIVITIES

A. Registration

- (1) Organizations or individuals interested in responding to this RFP must register online with the County of San Mateo at www.publicpurchase.com
- (2) The County will not be liable for any Public Purchase site failures or technical problems.
- (3) To resolve technical issues related to electronic submittals contact Public Purchase at: http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html
- (4) All documents must be completed electronically. Other than signatures, hand-written responses, whether or not submitted electronically, will be rejected.
- (5) If directed to submit information as one or more PDF, Excel, or other electronic files, include the solicitation number in all filenames.

B. Change Requests and Exceptions to the Solicitation

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

(1) Request for changes

If taking exception or requesting changes to any part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State all reasons for all requested changes and provide alternative suggested language. The County's consideration of a suggestion does not imply acceptance. Failure to submit exceptions prior to the proposal Due Date and Time will be deemed a waiver of any exception or objection. If the County receives adequate proposals that take no exceptions, the County may reject those proposals containing exceptions.

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

- a. Unless otherwise specifically provided in the solicitation, reference to any equipment, material, article or patented process, by trade name, make or catalog number, is to be regarded as establishing a standard of quality and not construed as limiting competition.
- b. Requests for substitutions of specified items must be received by San Mateo County, in writing, not less than 15 Business Days prior to the Due Date and Time. Furnish, at no cost to the County, all necessary and related information required for the County, in its sole judgement, to make a determination as to the comparative quality and suitability of any alternatives. The County's decision will be final.
- c. If a substitution is allowed, the County will issue an addendum to the solicitation.

C. Revisions to the Solicitation

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

D. Contact with County Employees

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

- (1) As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may communicate with or discuss any

matter relating to the solicitation with any officer, agent, or employee of the County, other than the Authorized Contact person or through Public Purchase or as outlined in the protest procedures.

- (2) Proposers may not agree to pay any consideration to any company or person to influence the award of a contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a contract.

E. Proposal Costs

The County will not be liable for any costs incurred by proposers in the preparation of proposals, oral presentations, or participation in any presentations, conferences, or negotiations.

2.2 PROPOSAL CONTENT REQUIREMENTS

A. Proposal Format

Number all pages of the proposal. Tab, label, and order each section as follows:

- (1) Cover letter – no longer than one page, officially submitting the proposal and signed by an individual authorized to execute legal documents for the proposer, identifying all materials submitted. Identify the name and title of each person authorized to represent the organization in negotiations.
- (2) Exceptions to the solicitation, if any
- (3) Completed Scope of Work Questionnaire and Certification Form (Enclosure 1)
- (4) Evidence of insurance in the categories and minimum amounts listed
- (5) Supplementary Documents
- (6) References
- (7) Price Proposal

B. Supplementary Documents

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

- (1) Organizational Capacity and Experience, describing work of a similar nature undertaken for a similar entity.
- (2) Attachments, certifications, and forms, executed as applicable.

C. Price Proposal

- (1) If paper or electronic forms and templates are provided for the Price Proposal, use them without modification. Failure to use the materials provided, or modification of the materials, may result in rejection of the entire proposal.
- (2) Alternative Price Proposals may be submitted, but only in addition to, not in place of, the requested Price Proposal. If submitting an alternative Price Proposal, clearly identify it as an alternative.
- (3) Include prices for the base period of service and if applicable, for each additional year including option years.
- (4) Travel Costs

The County's policy is not to reimburse travel costs. In limited circumstances the County may opt to reimburse travel expenses, lodging, meal, and incidental expenses. Any reimbursement is limited to the then-current Continental United States rate for the location of the work being done (San Mateo/Foster City/Belmont, California), set forth in the Code of Federal Regulations and found on the U.S. General Services Administration website. Airline and car rental travel expenses are limited to reasonable rates obtained through a cost-competitive travel service (e.g. 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. If including travel costs, include them as separate line items in the Price Proposal.

2.3 PROPOSAL SUBMISSION

A. Electronic Submissions

Submit proposals to PublicPurchase as directed. Allow sufficient time for uploads to complete. Upload may be terminated if not completed by the Due Date and Time, resulting in rejection of the proposal. Contact Public Purchase with technical questions regarding use of the site. The County will not be responsible for and may not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system. The system is available at:

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

- (1) Only if e-mail is designated on the Summary Page, submit proposals by e-mail to the Authorized Contact Person. Whether submitting one or several files, in the filename, include the RFP number and title and the name of the party submitting.
- (2) Conflicts between Certain Requirements - The information displayed electronically on the Public Purchase site will take precedence in the event of a discrepancy between information displayed and the information in the solicitation documents, solely relating to a determination of the timeliness of questions, comments, and bid submissions prior to bid submission and Contract formation. For all other discrepancies, the information in the solicitation documents will take precedence.

B. Errors in Proposals

- (1) Proposals may be rejected as unresponsive if they are incomplete, are missing pages, or cannot be opened for any reason. The County may waive minor irregularities in a proposal if it determines that doing so is in the best interest of the County. Such a waiver will not modify any remaining RFP requirements.
- (2) Once the submission deadline is passed, all proposals are final. The County will not be liable for any errors in proposals

2.4 PROPOSER CERTIFICATIONS

By submitting a proposal, each proposer certifies that:

- Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process; and
- It is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- All required licenses, certificates and permits are or will be valid at the time of contract award and will be kept valid for the duration of the contract; and
- Neither proposer, its employees, nor any affiliated firm providing goods and services contemplated by this solicitation has prepared the plans, specifications, or requirements for this solicitation, or has any other actual or potential conflict of interest; and
- It is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, and is unaware of any financial or economic interest of any public officer or employee of the County relating to this solicitation.

2.5 WITHDRAWAL OF PROPOSALS

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

2.6 NO COMMITMENT

Neither submission of a proposal nor the County's receipt of any proposal materials confers any right to the proposer nor any obligation on the County. This RFP is not a commitment or contract of any kind, nor does it commit the County to award a contract or to defray any costs incurred in the preparation of a proposal.

2.7 ESTIMATED QUANTITIES

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

2.8 PROPOSER SELECTION

A. Determination of Responsiveness

Each proposal will be evaluated to determine whether it conforms to the instructions set forth in this solicitation or any modifications issued prior to the Proposal Due Date and Time. The County, in its sole discretion, may waive non-consequential deviations if the deviations cannot have provided an advantage not given to other proposers.

B. Proposal Evaluation

Responsive proposals that meet required Minimum Qualifications, if any, will be evaluated and scored as described below.

- (1) The County will establish an evaluation committee to evaluate responsive proposals submitted in response to this RFP. Evaluations will be based on the criteria specified in the solicitation. Inaccuracy or errors within a proposal may result in rejection of the proposal. After reviewing all responsive proposals, the evaluation committee may recommend one or more top-ranked proposers for final negotiation of contract terms.
- (2) Alternatively, the committee may establish a list of proposers to be invited for oral presentations and demonstrations, after which proposers may be allowed to amend their proposals and submit best and final offers. After final evaluations of proposals and presentations, the evaluation committee may recommend one or more top-ranked proposers for final negotiation of contract terms.

C. Determination of Responsibility

Responsive proposals under consideration for award will be evaluated to determine the responsibility of proposers. Final determination of responsibility will be made upon the basis of information submitted by the proposer and information resulting from the County's investigation of the proposer. The County will notify any proposer found non-responsible and the proposer may contest the finding.

2.9 CONTRACT AWARD

A. Award Procedure

- (1) Award, if made, will be to the responsive, responsible firm offering the best value to the County for the services and goods described in this solicitation, or if applicable, for a specific portion of the services and goods described. Failure to award a contract to lowest cost proposer will not constitute a valid cause of action against the County.
- (2) No contract is binding upon San Mateo County until it is approved by the San Mateo County Board of Supervisors and fully executed by all parties. Contract negotiations themselves are neither an offer nor an implicit or explicit guarantee that a contract will be executed. The Board of Supervisors may accept or reject recommendations made by the evaluation committee. If an agreement is reached, it will be memorialized in a formal agreement using the attached Standard Contract Template.

B. Notice of Intent to Award

Once a decision has been made to award a contract to one or more proposers, the County will issue a Notice of Intent to Award and will notify the non-selected proposers of their non-selection.

C. Commencement of Performance

Once all parties have signed the Agreement, the County will issue a Notice to Proceed. No work may commence until after the Notice has been issued. Work performed prior to that time will be uncompensated.

2.10 PROTESTS

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

A. Protest Eligibility and Format

- (1) Protests or objections may be filed regarding the procurement process, solicitation or addenda content, or contract award. The County will only review protests submitted by an interested party, defined as an actual or prospective proposer whose direct economic interest could be affected by the County's conduct of the solicitation. A subcontractor does not qualify as an interested party.
- (2) Submit protests to the County Procurement Manager or designated protest contact by mail or by e-mail.

B. Protest Deadlines

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

- (1) If relating to the content of the solicitation or to an addendum, file within five Business Days after the date the County releases the solicitation or addendum.
- (2) If relating to any notice of non-responsiveness or non-responsibility, file within five Business Days after the County issues such notice.
- (3) If relating to intent to award, file within five Business Days after the County issues notice of Intent to Award, No protests will be accepted once actual award has been made.
- (4) If a Public Record Act request is filed within any of the deadlines stated above, a subsequent protest based on the information disclosed in the PRA must be filed within five days of the County's provision of the information to the requesting party.

C. Protest Contents

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

D. Reply to Protest

The County will send a written decision to the protestor, and if applicable, to the party whose proposal is the subject of the protest.

E. No Stay of Procurement Action during Protest

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

2.11 PUBLIC RECORDS

A. General

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

B. Confidential Information

Documents protected by law from public disclosure will not be disclosed by the County if clearly marked with the word "Confidential" on each applicable confidential section or page. Trade secrets may be marked as confidential but will only be considered confidential if claimed to be a trade secret at the time of submittal to the County, marked as confidential, and compliant with Government Code Section 6254.7.

2.12 INSURANCE

Provide evidence of insurance for each of the checked categories

<input checked="" type="checkbox"/>	General Liability (Including operations, products and completed operations, as applicable.)	\$1,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 - per accident for bodily injury and property damage.
<input checked="" type="checkbox"/>	Workers' Compensation	As required by the State of California
<input type="checkbox"/>	Employers' Liability	\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
<input checked="" type="checkbox"/>	Professional Liability (Errors and Omissions)	\$1,000,000 - per occurrence.
<input type="checkbox"/>	CyberLiability	\$5,000,000 per occurrence for Privacy and Network Security, \$1,000,000 per occurrence for Technology Errors and Omissions

		To be carried at all times during the term of this Contract and for three years thereafter.
<input type="checkbox"/>	Pollution Liability (Per Occurrence)	\$
<input type="checkbox"/>	Pollution Liability (Aggregate)	\$
<input type="checkbox"/>	Installation Floater	Replacement Cost

SECTION III - SCOPE OF WORK

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project.

3.1 PROJECT SUMMARY, EXPECTED OUTCOME

Federal funds have been made available through the Centers of Disease Control (“CDC”) to enhance the nation’s public health emergency preparedness and response infrastructure. In collaboration with the local hospitals, San Mateo County Health (“SMC Health”) uses a portion of these funds to lease warehouse space for storage of emergency medical equipment and act as the primary location to receive [Strategic National Stockpile](#) (“SNS”) assets for disaster response and mitigation. SMC Health maintains this emergency medical stockpile in part to serve hospitals with a closely located source of material in emergency conditions or during local shortages. The San Mateo County Health Emergency Preparedness Program (HEP) and the Medical Health Operational Area Coordinator (MHOAC) together are responsible for maintaining the SNS. HEP and the MHOAC together play an integral role in medical health preparedness and response by maintaining and distributing the SNS when required. For more information on best practices for the SNS, visit <https://www.hsdl.org/?view&did=765469>.

This Request for Proposals (“RFP”) seeks a provider of warehousing services for the emergency medical equipment and supplies stockpile and SNS for SMC Health. The target start date for the proposed services is December 1 2021, and the term is anticipated to be five (5) years, subject to negotiation of a final agreement.

3.2 BACKGROUND

The mission of SMC Health is to help San Mateo County residents live longer and better lives. For more information on SMC Health, visit: www.smchealth.org.

San Mateo County Emergency Medical Services Health Emergency Preparedness Unit (“HEP”) currently maintains a stockpile of emergency medical equipment and supplies in an 10,000 sq. ft area of warehouse space. Movement of the equipment and supplies (“materials”) occurs under emergency conditions or during shortages within the local healthcare system. Delivery/receipt of new material is often during normal business hours (Monday - Friday, 0800-1700 hours), however can take place at any time during emergencies or disasters. Rotation of certain material stock is based upon expiration dates. Disbursement/issuance of material stock is often during normal business hours (Monday - Friday, 0800-1700 hours), however, can take place at any time during emergencies or disasters. Lease of the current warehouse is expiring, and the current vendor does not intend to continue its local operations. HEP is seeking full-service storage, shipping, and receiving facility to safeguard the stockpile and keep accurate inventory records.

3.3 OBJECTIVES

The Contractor shall provide services and functions described herein to assure effective and efficient administration of SMC Health emergency medical supply warehouse.

3.4 PHYSICAL WORK ENVIRONMENT

The warehouse facility must be geographically located east of Highway 35 and within a 10-mile radius of the political borders of San Mateo County. The warehouse must be accessible from San Mateo County, without crossing any bridge(s) traversing its political borders.

The current stockpile requires 10,000 sq. ft. of storage area, but emergency operations may require up to 12,000 sq. ft and there is a possibility of the stockpile to be downsized to 6,000 sq. ft. Either rack or floor storage is acceptable. There are some San Mateo County-owned racks available for this project if the vendor chooses to use them. Set up costs would be part of the quoted hourly rate.

The warehouse must be able to maintain a temperature range within 50-75 degrees Fahrenheit, and all equipment and supplies must be kept clean and dry. San Mateo County will need to install its monitoring thermostat in addition to the warehouse thermostat.

An office space (approx. 235 sq. ft.) should be available for temporary use by warehouse staff and HEP members (if needed) for purposes of planning, logistics, and operations. On-site restrooms are required.

3.5 SPECIFICATIONS

The following are the “MUST have” and “SHOULD have” requirements for this service.

If Proposer is unable to comply with a MUST statement, Proposer is not eligible to respond to this RFP.

If Proposer is unable to comply with a SHOULD statement, please explain on the deficiencies and deviations form provided.

1.	MUST – have evidence or certification of legal authorization to do business in the State of California.
2.	MUST – have evidence or certification of at least five (5) years of experience within the last six (6) years immediately preceeding the issuance of this RFP providing warehouse services
3.	MUST — have 24/7/365 emergency availability within one hour of notification
4.	MUST — have a clear on-call system to identify contacts for the 24/7/365 emergency availability
5.	MUST — work closely with San Mateo County partners in fulfilling their objectives and field inquiries for San Mateo County entities and stakeholders during emergencies*
6.	MUST — participate in San Mateo County exercises, drills, and training. San Mateo County hosts a number of training exercises throughout the year. Expectations include communications with stakeholders and active role playing during drills and training.
7.	MUST — maintain confidentiality of our inventory and location
8.	MUST — be able to lock all entrances and exits
9.	MUST — have clear and easy access to fire extinguishers throughout the warehouse in accordance with local, State and Federal Fire & Building Codes.
10.	MUST — provide labor for emergency operations of local emergency equipment stockpile; act as the Receipt, Storage and Staging (RSS) facility for the Strategical National Stockpile (SNS) program. Please see Section 3.1 for further guidance regarding SNS distribution planning.
11.	MUST — be able to receive large quantities of various sized supplies and equipment during emergencies*
12.	MUST — have a barcode inventory keeping system that includes receiving and put-away, order picking and shipping, and cycle counting (inventory audits)
13.	MUST — have cloud access to inventory keeping system accessible to County staff
14.	SHOULD — record and update changes in inventory in the Inventory Keeping System within 24 hours of receipt
15.	SHOULD — have tractor-trailer receiving/shipping docks (2+)

*Emergencies may be declared at the discretion of the San Mateo County Emergency Medical Services Health Emergency Preparedness Unit (HEP)

16.	SHOULD — have a dock height of 48”-52” off the ground and loading ramp
17.	SHOULD — be capable of receiving an 18-wheeler tractor-trailer (70-80 ft.; 53 ft. trailer plus cab)
18.	SHOULD — have ground-level access to allow a forklift to transfer equipment directly in/out of the warehouse (min. 9 ft. wide)
19.	SHOULD — have forklift on-site to move heavy/large equipment (min. 3-4K lbs. lift capacity)
20.	SHOULD — have pallet jacks and hand trucks to move light/small equipment
21.	SHOULD — have platform lift to pull inventory off top shelves
22.	SHOULD — have industrial platform truck
23.	SHOULD — be able to provide pallets for all inventory needs
24.	SHOULD — be accessible during power outages and/or inclement weather
25.	SHOULD — provide labor for inventory management including receiving, storing, crating and packing, pallet shrink wrapping, order fulfillment, shipping, staging and assembly, transporting and tracking inventory
26.	SHOULD — provide labor for accurate tagging and labeling of stockpile equipment and supplies according to size, shape, and type
27.	SHOULD — utilize the appropriate tools and equipment to accommodate a wide range of supplies
28.	SHOULD — be able to accommodate and handle fragile health supplies, pharmaceuticals, and equipment
29.	SHOULD — record and manage all impaired and/or damaged inventory items with 24 hours of discovery
30.	SHOULD — provide transportation services for equipment to/from other San Mateo County warehouses and stakeholders ; should have access to a tractor-trailer or the ability to acc
31.	SHOULD — complete full, detailed, and updated inventory reports monthly (crosscheck physical inventory with inventory management system)
32.	SHOULD — have a secured area for the storage of controlled drugs (Schedule II)
33.	SHOULD — have perimeter fencing for security
34.	SHOULD — have 24/7 security measures in place to ensure the security of warehouse items (e.g., video recording systems)
35.	SHOULD — have an arrangement with local law enforcement for security services in the case of emergencies
36.	SHOULD — have a completed Security Assessment
37.	SHOULD — have overhead sprinklers throughout the facility

38.	SHOULD — complete the C-TPAT: Customs-Trade Partnership Against Terrorism certificate
39.	SHOULD — have lighting for nighttime operations in the warehouse and loading dock areas
40.	SHOULD — have temperature-controlled industrial refrigerated/frozen storage to accommodate County purchased/lease cold chain
41.	SHOULD — have a sufficient quantity of electrical outlets throughout the warehouse
42.	SHOULD — have facility backup generator(s) with power sufficient to enable operations during an outage
43.	SHOULD — have voice and data lines
44.	SHOULD — have Wi-Fi throughout the warehouse facility
45.	SHOULD — have a Warehouse Manager and a Warehouse Engineer (min. 3 years experience for each position)
46.	SHOULD — have an office space available for temporary use by warehouse and HEP members
47.	SHOULD — have a plan to maintain generators

SECTION IV - EVALUATION CRITERIA

County reserves the right to accept proposals, award proposals and/or not award proposals on individual items listed, on group items, or the proposal as a whole; to request clarification of information submitted; to request additional information from competitors; to waive any informality in the proposals; to waive any irregularity in the submission and review process; to reject any and all submittals, and to accept the proposal that appears to be in the best interest of the County. The County also reserves the right to make small modifications to the scope of work after the selection process without re-issuing the RFP.

Proposals will be evaluated on the following criteria:

75% - Qualifications and experience of the entity, including capability

- Did the Proposer follow the requirements as identified in the proposal instructions?
- Does the Proposer meet the minimum qualifications and experience?
- Does the Proposer meet or agree to meet the minimum insurance requirements and standard terms and conditions?
- Qualifications and experience of the Proposer and key personnel.
- Experience with other public agencies.
- Organizational resources and staff, apparent ability to meet any required timelines and other requirements.
- References
- How well does the Proposer meet the preferred or "SHOULD" requirements

25% - Price

SECTION V - QUALIFICATIONS AND EXPERIENCE

5.1 MINIMUM QUALIFICATIONS

Proposals will be accepted only from firms that include the following:

- (1) Evidence or certification of legal authorization to do business in the State of California.
- (2) Evidence or certification of at least five (5) years of experience within the last six (6) year immediately preceding the issuance of this RFP providing warehouse services.
- (3) Answer "Yes" to all "MUST have" requirements for this service as listed in Enclosure 1 – Scope of Work Specifications Questionnaire.

5.2 ORGANIZATIONAL CAPACITY AND EXPERIENCE

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

A. Organizational Capacity:

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

B. Experience

- (1) The number of years providing services similar to those contemplated.
- (2) The number of years providing services to government entities.
- (3) All previous business names, if any, and number of years in business under each previous business name.
- (4) At least three references from successfully completed projects of similar nature to that described in this solicitation, including the name of the organization for which work was performed, and the name, phone number, and e-mail address of an individual at the organization who was responsible for managing and accepting the work. Ensure that contact information is current. If San Mateo County is unable to contact the reference because of incorrect or out-of-date information, the reference will be deemed not to have been provided.

SECTION VI - ENCLOSURES

Enclosure 1 – Scope of Work Specifications Questionnaire and Certification Form

Enclosure 2 – Deficiencies and Deviations Form

Enclosure 3 – Sample Price Proposal Sheet

Enclosure 4 – Sample Standard Contract Template

Enclosure 5 – Attachment I: Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

Enclosure 6 – Living Wage Ordinance

Enclosure 7 – Strategic National Stockpile Distribution Planning: Selecting and Operating Receipt, Store and Stage Sites Best Practices

Enclosure 8 – Sample List of Items and Dimensions

ENCLOSURE 1 – SCOPE OF WORKS SPECIFICATIONS QUESTIONNAIRE AND CERTIFICATION

Complete this form and attach it to your firm's Proposal.

I, _____, am a _____, at _____ and am authorized to execute this Certification on its behalf.

Please respond to all statements (1-42) with either a 'Yes/Agree' or 'No/Disagree' to the following **MUST** and **SHOULD** items from the Statement of Work.

If you are unable to comply with a **MUST** statement, you are not eligible to respond to this RFP.

If you are unable to comply to a **SHOULD** statement please explain on the Deficiencies and Deviations form provided.

		Yes (Agree)	No (Disagree)
1.	MUST – have evidence or certification of legal authorization to do business in the State of California.		
2.	MUST – have evidence or certification of at least five (5) years of experience within the last six (6) years immediately preceeding the issuance of this RFP providing warehouse services		
3.	MUST — have 24/7/365 emergency availability within one hour of notification		
4.	MUST — have a clear on-call system to identify contacts for the 24/7/365 emergency availability		
5.	MUST — work closely with San Mateo County partners in fulfilling their objectives and field inquiries for San Mateo County entities and stakeholders during emergencies*		
6.	MUST — participate in San Mateo County exercises, drills, and training		
7.	MUST — maintain confidentiality of our inventory and location		
8.	MUST — be able to lock all entrances and exits		
9.	MUST — have clear and easy access to fire extinguishers throughout the warehouse		
10.	MUST — provide labor for emergency operations of local emergency equipment stockpile; act as the Receipt, Storage and Staging (RSS) facility for the Strategical National Stockpile (SNS) program		
11.	MUST — be able to receive large quantities of various sized supplies and equipment during emergencies*		

*Emergencies may be declared at the discretion of the San Mateo County Emergency Medical Services Health Emergency Preparedness Unit (HEP)

12.	MUST — have a barcode inventory keeping system that includes receiving and put-away, order picking and shipping, and cycle counting (inventory audits)		
13.	MUST — have cloud access to inventory keeping system		

		Yes (Agree)	No (Disagree)	DEFICIENCIES AND DEVIATIONS
14.	SHOULD — record and update changes in inventory in the Inventory Keeping System within 24 hours of receipt			
15.	SHOULD — have tractor-trailer receiving/shipping docks (2+)			
16.	SHOULD — have a dock height of 48"-52" off the ground and loading ramp			
17.	SHOULD — be capable of receiving an 18-wheeler tractor-trailer (70-80 ft.; 53 ft. trailer plus cab)			
18.	SHOULD — have ground-level access to allow a forklift to transfer equipment directly in/out of the warehouse (min. 9 ft. wide)			
19.	SHOULD — have forklift on-site to move heavy/large equipment (min. 3-4K lbs. lift capacity)			
20.	SHOULD — have pallet jacks and hand trucks to move light/small equipment			
21.	SHOULD — have platform lift to pull inventory off top shelves			
22.	SHOULD — have industrial platform truck			
23.	SHOULD — be able to provide pallets for all inventory needs			
24.	SHOULD — be accessible during power outages and/or inclement weather			
25.	SHOULD — provide labor for inventory management including receiving, storing, crating and packing, pallet shrink wrapping, order fulfillment, shipping, staging and assembly, transporting and tracking inventory			

26.	SHOULD — provide labor for accurate tagging and labeling of stockpile equipment and supplies according to size, shape, and type			
27.	SHOULD — utilize the appropriate tools and equipment to accommodate a wide range of supplies			
28.	SHOULD — be able to accommodate and handle fragile health supplies, pharmaceuticals, and equipment			
29.	SHOULD — record and manage all impaired and/or damaged inventory items with 24 hours of discovery			
30.	SHOULD — provide transportation services for equipment to/from other San Mateo County warehouses and stakeholders			
31.	SHOULD — complete full, detailed, and updated inventory reports monthly (crosscheck physical inventory with inventory management system)			
32.	SHOULD — have a secured area for the storage of controlled drugs (Schedule II)			
33.	SHOULD — have perimeter fencing for security			
34.	SHOULD — have 24/7 security measures in place to ensure the security of warehouse items (e.g., video recording systems)			
35.	SHOULD — have an arrangement with local law enforcement for security services in the case of emergencies			
36.	SHOULD — have a completed Security Assessment			
37.	SHOULD — have overhead sprinklers throughout the facility			
38.	SHOULD — complete the C-TPAT: Customs-Trade Partnership Against Terrorism certificate			
39.	SHOULD — have lighting for nighttime operations in the warehouse and loading dock areas			
40.	SHOULD — have temperature-controlled industrial refrigerated/frozen storage to accommodate county purchased/lease cold chain			
41.	SHOULD — have a sufficient quantity of electrical outlets throughout the warehouse			

42.	SHOULD — have facility backup generator(s) with power sufficient to enable operations during an outage			
43.	SHOULD — have voice and data lines			
44.	SHOULD — have Wi-Fi throughout the warehouse facility			
45.	SHOULD — have a Warehouse Manager and a Warehouse Engineer (min. 3 years experience for each position)			
46.	SHOULD — have an office space available for temporary use by warehouse and HEP members			
47.	SHOULD — have a plan to maintain generators			

ENCLOSURE 2 – DEFICIENCIES AND DEVIATIONS FORM

Following is a listing of ALL deficiencies and deviations from the requirements as outlined in this Proposal. Unless specifically listed, your response will be considered to be in FULL compliance with this Proposal. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of this Proposal stipulated must be fulfilled at no additional expense to San Mateo County. Use additional sheets as needed.

ENCLOSURE 3 – SAMPLE PRICE PROPOSAL FORM

Service		Rate
Dedicated warehouse space: 8,000 square feet		
Per Month Fee		
Additional storage space rate, if applicable		
Labor		
Hourly Rate (normal hours: Mon-Fri 0800-1700)		
Hourly Rate (emergency: services performed on weekends and/or outside 0800-1700 hours)		
Warehouse Services		
Stretch-wrap pallet		
Provide pallet		
Recoup freight		
Inventory counts		
Create & apply barcode label		
Monthly maintenance and annual load testing for generator		
Weekly will call order		
Per order (includes):		
Storage Rack Setup		
One-time Inventory Management Set-up		
Delivery Services Rates for Emergency Transportation		
Type	Freight Capacity	Delivery Rate
Sprinter	2 pallets / 2,000 lbs.	
Bobtail	10 pallets / 10,000 lbs.	
48-53 Foot Trailers	28 pallets / 44,000 lbs.	
Delivery before 0800/after 1700		

ENCLOSURE 4 – SAMPLE STANDARD CONTRACT TEMPLATE

Agreement No. _____

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 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.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living

Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

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 unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) 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. Disaster and Emergency Response Plans

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan ("Emergency Plan") that includes all of the elements set forth in this Section 12.5, as well as each of the elements contained in Attachment 12.5 of this Agreement, which is incorporated herein by reference. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement ("Site Plans"). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency ("Emergency Response") and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency ("Continuity of Operations").

CONTRACTOR shall submit the Emergency Plan to the County within thirty (30) days after the beginning of the Term of the Agreement and the Emergency Plan will be subject to the reasonable approval of the County. CONTRACTOR shall

respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the EMERGENCY Plan. Contractor will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. Contractor shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with and following direction provided by the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as any additional compensation by the County for the additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

The CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by the State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, CONTRACTOR and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. CONTRACTOR shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

20. 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:

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:

ENCLOSURE 5 – ATTACHEMENT I: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

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."

NOTICE TO CONTRACTOR: LIVING WAGE ORDINANCE

On November 1, 2016, the Board of Supervisors of the County of San Mateo adopted an Ordinance establishing a five-year living wage pilot program for service contracts entered into by the County. All contractors and subcontractors providing services under a County contract are subject to the Living Wage Ordinance (LWO). All Full-time, part-time, temporary, and permanent employees are covered under the LWO. Contracts entered into prior to January 1, 2017, are not subject to LWO. Compliance with the LWO will be voluntary for new contracts entered into between January 1, 2017, and March 31, 2017, inclusive. Contracts entered into on or after April 1, 2017, must comply with the LWO.

Enforcement of the LWO will be accomplished through oversight by the County, which retains the right to conduct random audits; through employee grievance rights; and through the legal process, if necessary. The County will set a single point of contact for employees to report LWO non-compliance by employers.

The purpose of these requirements contributes to the Shared Vision 2025 outcomes of a Prosperous and Livable Community by setting living wage rates for County service contracts. All efforts made to comply with these requirements are greatly appreciated.

Further details on all aspects of the LWO are included in the attached LWO.

Sincerely,

EMS Health Emergency Preparedness

ENCLOSURE 6 – LIVING WAGE ORDINANCE

ORDINANCE NO. .

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO STATE OF CALIFORNIA

* * * * *

**ORDINANCE ADDING CHAPTER 2.88 OF TITLE 2 OF THE SAN MATEO COUNTY ORDINANCE CODE ENACTING A LIVING
WAGE ORDINANCE PILOT PROGRAM**

The Board of Supervisors of the County of San Mateo, State of California, **ORDAINS** as follows:

SECTION 1. Chapter 2.88, “Living Wage Ordinance Pilot Program,” consisting of Sections 2.88.010 through 2.88.090 is hereby added to Title 2 of the San Mateo County Ordinance Code and shall read as follows:

2.88.010 Findings and purpose

The Board of Supervisors finds and determines:

- (a) The current Federal minimum wage is seven dollars and twenty-five cents (\$7.25) per hour, and the California minimum wage is ten dollars (\$10.00) per hour;
- (b) The San Francisco Bay Area, including San Mateo County, has a higher relative cost of living than reflected in these national and state minimum wage standards;
- (c) San Mateo County awards contracts to employers to provide services to the public and the County government;
- (d) The use of San Mateo County funds to promote a living wage will improve the quality of services to the County and the public by ensuring contractors have access to qualified employees and are able to retain qualified employees, and it will improve the quality of life for residents of the County and employees of County contractors;
- (e) A policy requiring payment of a living wage is consistent with other San Mateo County programs designed to meet the employment and economic development needs of lower-income workers;
- (f) This Board does, accordingly, find and declare a need for the Living Wage ordinance to determine the effects of a living wage requirement for contracts issued by San Mateo County.

2.88.020 Definitions

- (a) **“Contract Awarding Authority”** means the Board of Supervisors or the head of the department or agency authorized by the Board of Supervisors to enter into contracts on behalf of the County.
- (b) **“Contractor”** means a party that enters into a Covered Contract with the County. Contractor does not mean:

1. Government entities, including cities, counties, and state agencies.
- (c) **“County”** means the County of San Mateo.
- (d) **“Covered Contract”** means a legal agreement between the County and a Contractor for the provision of Services entered into on or after April 1, 2017.
1. Where one entity has multiple contracts with the County, only those contracts that are Covered Contracts are subject to this chapter.
 2. Legal agreements for the exclusive use of real property owned by the County, including, without limitation, any lease, concession, franchise, or easement agreement, are not Covered Contracts.
- (e) **“Covered Contract Amendment”** means the amendment of a contract on or after January 1, 2017, that:
1. Voluntarily subjects the contract to the requirements of this Chapter;
 2. Increases the contract price more than \$25,000; or
 3. Extends the contract term.
- Covered Contract Amendments are subject to the requirements of this Chapter.
- (f) **“Covered Employee”** means any employee permanently or temporarily employed by a Contractor or Subcontractor to provide Services under a Covered Contract. Covered Employee does not mean:
1. Any person providing services to earn academic credit;
 2. Any person providing uncompensated volunteer services;
 3. Any person working toward state licensure or professional accreditations sanctioned by a public entity or a recognized licensure agency;
 4. Any person working as an election day worker;
 5. Any disabled person covered by a current sub-minimum wage certificate issued to the Contractor or Subcontractor by the United States Department of Labor, or any person who would be covered by such certificate but for the fact the Contractor or Subcontractor is paying a wage equal to or higher than the minimum wage;
 6. Any person employed to provide In-Home Supportive Services;
 7. The County Manager’s Office shall have discretion to exclude certain additional categories of employees from the definition of Covered Employee when in the best interest of the County to do so.
- (g) **“CPI-U”** means the consumer price index for urban consumers for the San Francisco-Oakland-San Jose metropolitan statistical area, as determined by the United States Department of Labor, Bureau of Labor Statistics.
- (h) **“Enhancement”** means a payment from the County to eligible Nonprofit Organizations that amend existing contracts to comply with the Living Wage Ordinance. An Enhancement shall be a percentage of a Covered Contractor’s total contract price, as specified by this Chapter, and shall be paid annually until the contract ends or the not-to-exceed amount is amended.
- (i) **“Living Wage”** means the wage rate specified by this chapter.

- (j) **“Nonprofit Organization”** refers to a nonprofit corporation, duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation and (if a foreign corporation) in good standing under the laws of the State of California, which corporation has established and maintains a valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section.
- (k) **“Reserve”** means funds maintained by the County to pay for approved Enhancement appeals.
- (l) **“Services”** mean any professional, technical, or non-technical services specified in a legal agreement with the County. Services do not include the provision of goods, products, information technology programs and systems, chattels, or real estate.
- (m) **“Sole Source”** means only one entity has been identified as capable of providing and willing to provide the services sought by the County.
- (n) **“Subcontractor”** means a party, other than an Employee, that agrees to assist a Contractor in providing Services under a Covered Contract.
- (o) **“Wage”** means a Covered Employee’s hourly wage or hourly wage equivalent. For a full-time employee, hourly wage equivalent is determined by dividing two weeks of salary by eighty (80).

2.88.030 Covered Contract Requirements and Certification

Every Covered Contract or Covered Contract Amendment shall provide as follows:

- (a) Contractors and Subcontractors providing Services to the County shall pay Covered Employees no less than the Living Wage.
- (b) Failure of a Contractor or Subcontractor to comply with the foregoing requirement shall constitute a material breach of the terms of the Covered Contract.
- (c) If the Contractor or Subcontractor fails to cure such breach within thirty (30) days after receiving written notice from the County, the County shall have the right to pursue any rights or remedies available under the terms of the Covered Contract or under applicable law.
- (d) Contractor shall include a certification in the Covered Contract or Covered Contract Amendment stating Contractor and all of its Subcontractors are and will remain in full compliance with the requirements of the Living Wage ordinance. The certification shall be in substantially the following language:

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance (“LWO”), including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Program.

- (e) During the term of a Covered Contract, the Contractor or Subcontractor shall maintain documentation demonstrating every Covered Employee is being paid the Living Wage while providing Services pursuant to

the Covered Contract. Such documentation must be retained for at least two (2) years following completion or termination of the Covered Contract. County representatives shall be permitted to review and make copies of such documentation at all reasonable times during performance or following completion or termination of the Covered Contract.

- (f) The County may conduct audits of Contractors and Subcontractors to ensure compliance with this Ordinance. For purposes of this Ordinance, audits shall be:
1. Noticed in advance in writing and limited in scope to ascertain whether Covered Employees are paid the required Living Wage;
 2. Accomplished by examination of pertinent records within a reasonable period of time after such written notice; and
 3. Limited to one audit per Contractor or Subcontractor every year for the duration of a Covered Contract.
- (g) Contractor shall provide the County access to pertinent records after receiving a written request to do so and being provided at least five (5) business days to respond.
- (h) Contractor shall promptly notify the Contract Awarding Authority of any Subcontractors performing Services and shall certify to the Contract Awarding Authority that Subcontractors have been notified of obligations under this chapter.
- (i) Contractor shall keep itself informed of the current Living Wage and must provide written notice to Covered Employees of the current Living Wage Rate. The notice shall specify the Living Wage and state that Covered Employees have grievance rights if they believe a Contractor or Subcontractor is failing to comply with the Living Wage Ordinance. Contractors and Subcontractors must provide such notice in writing to all Covered Employees, in all languages necessary to reasonably ensure all Covered Employees receive effective written notice pursuant to Section 2.88.030. A copy of such notice must be submitted to the Contract Awarding Authority in the manner directed by the Contract Awarding Authority.
- (j) Nothing in this section shall be construed to interfere with the authority of the County to investigate any report of an alleged breach of contract.

2.88.040 Living Wage Rate

The Living Wage shall be set and adjusted according to the following schedule.

Effective Date	San Mateo County Living Wage
January 1, 2017	\$14.00
July 1, 2017	\$15.00
January 1, 2018	
July 1, 2018	\$16.00
January 1, 2019	
July 1, 2019	\$17.00
January 1, 2020	
July 1, 2020	+CPI-U

January 1, 2021	
July 1, 2021	+CPI-U

- (a) After a wage of seventeen dollars (\$17.00) per hour is reached, the Living Wage shall increase annually at the same rate as the CPI-U for San Francisco-Oakland-San Jose then in effect.
- (b) A change in Living Wage based on CPI-U shall not be negative and shall not exceed three-and-one-half percent (3.5%).

2.88.050 Exclusions and Exemptions from Covered Contracts

- (a) The term Covered Contract shall exclude:
 - 1. Contracts for “public works” as defined under California Labor Code Sections 1720 and 1720.2 and subject to the payment of prevailing wages under the California Labor Code.
 - 2. Any agreement in which the County serves only as a fiscal agent and the contract is a 100% pass-through of state or federal funds.
- (b) The Contract Awarding Authority may exempt from the requirements of this Chapter 2.88, an agreement that would otherwise be a Covered Contract, when it is in the best interest of the County to do so, including for the following reasons:
 - 1. Upon review and approval of an exemption request by the Contractor or Subcontractor. Exemption requests are to be submitted by the Contractor or Subcontractor to the Contract Awarding Authority;
 - 2. A contract amendment or award of a contract is necessary to respond to an emergency;
 - 3. The Contractor is a Sole Source;
 - 4. No contractors willing or able to comply with the Living Wage Ordinance are capable of providing services that respond to the County’s requirements;
 - 5. Compliance with the Living Wage Ordinance would be inconsistent with the terms of a grant, subvention, or agreement with a public agency; or
 - 6. The County is purchasing services through a cooperative or joint purchasing agreement.

2.88.060 Employee Remedies

- (a) This chapter shall not be construed to limit a Covered Employee’s rights to bring any legal action for violation of the Covered Employee’s rights under this chapter or any other applicable law. A Covered Employee may bring an action against a Contractor or Subcontractor in the courts of the State of California for damages caused by a Contractor’s or Subcontractor’s violation of this chapter. The Court shall award reasonable attorneys’ fees and costs to an employee who prevails in any such action.
- (b) This chapter does not authorize an award of costs, expenses, or attorney’s fees against the County.
- (c) This chapter does not confer any rights upon any party other than the Board of Supervisors or its designees to bring an action seeking the cancellation or suspension of a County contract.

- (d) Covered Employee Complaint Process: In addition to judicial remedies available to Covered Employees, individuals may submit a complaint regarding alleged violations of the Living Wage Ordinance by submitting a completed complaint form, including copies of all documents supporting the allegation, to the Purchasing and Procurement Division of the County Human Resources Department. The County shall provide complaint forms in English and Spanish.

2.88.070 Employer Retaliation Prohibited

Contractors and Subcontractors shall not discharge, reduce compensation to, or otherwise retaliate against any employee for:

- (a) Complaining to the County with regard to the Contractor's or Subcontractor's compliance or anticipated compliance with this Chapter;
- (b) Opposing any practice proscribed by this Chapter;
- (c) Participating in proceedings related to this Chapter; or
- (d) Seeking to assert or enforce any rights under this Chapter by lawful means.

2.88.080 Termination, Suspension, or Extension of the Living Wage Ordinance

- (a) The Living Wage Ordinance shall expire on December 31, 2021.
- (b) The Board of Supervisors may extend or permanently enact the Living Wage Ordinance after conducting a duly-noticed public hearing.
- (c) The Board of Supervisors may suspend the Living Wage Ordinance if it determines it is in the best interests of the County for reasons including, but not limited to, suspension by the State of California of the statewide minimum wage phase-in process.

2.88.090 Powers and duties of the County Manager

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

- (a) Adopt policies and procedures to effectively implement this Chapter;
- (b) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this Chapter including but not limited to:
 - 1. Disqualification of the Contractors or Subcontractors from bidding on or being awarded a County contract for a period of up to five (5) years;
 - 2. Contractual and civil remedies, including but not limited to termination of contract.
- (c) Allow for remedial action after a finding of noncompliance, as specified by rule; and
- (d) Perform such other duties as may be required or necessary to implement the purposes of this chapter.

SECTION 2. SEVERABILITY. If any provision(s) of this ordinance is declared invalid by a court of competent jurisdiction, it is the intent of the Board of Supervisors that such invalid provision(s) be severed from the remaining provisions of the ordinance and that those remaining provisions continue in effect.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be effective on January 1, 2017.

* * * * *

RELATED TERMS

- Dispensing
- Transportation
- Facility Requirements
- Managed Inventory



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PRIMARY DISCIPLINES

- Public Health
- Emergency Management
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BEST PRACTICE

Strategic National Stockpile Distribution Planning: Selecting and Operating Receipt, Store, and Stage Sites

PURPOSE

Provides state Strategic National Stockpile (SNS) planners with information on selecting and operating receipt, store, and stage (RSS) sites.

SUMMARY

States are responsible for planning and operating RSS sites as part of their Strategic National Stockpile (SNS) responsibilities. RSS sites are facilities that receive SNS push packages and/or the Managed Inventory (MI) from the federal government, stage materials for shipment to dispensing sites, and store materials. State SNS planners need to consider a range of issues regarding RSS sites and plans, including transportation, physical facility characteristics and location, site security, and staffing.

DESCRIPTION

This Best Practice provides state SNS planners with information and resources to aid them in selecting RSS sites and developing plans for their operation.

Selecting RSS Sites

State SNS planners will need to consider a range of factors when identifying and selecting RSS sites, including the Centers for Disease Control and Prevention (CDC) selection criteria, facility features, transportation, loading, and Technical Advisory Response Unit (TARU) requirements.

CDC RSS Selection Criteria

The CDC's [Receiving, Distributing, and Dispensing Strategic National Stockpile Assets - Version 10](#) provides state planners with critical selection criteria for RSS locations. This CDC guidance focuses on the physical and spatial facility requirements for receiving SNS push packages: adequate floor space, temperature/humidity control, sufficient and emergency electrical power, location out of a floodplain, and perimeter fences. However, the CDC guidance does not currently offer detailed information on topics such as transportation considerations for RSS facilities, staging requirements, templates for RSS layout, or RSS specific staffing requirements.

Identifying RSS Locations

State SNS planners can locate an RSS at a range of facilities, including airport warehouses, large gymnasiums or sports arenas, buildings on college campuses, workforce training sites, large meeting or convention centers, and large private

Several state health departments, including those of Washington, Minnesota, and Missouri, use their RSS site review and inspection checklists to list contact details and provide information on facility characteristics, loading and unloading, and security of the RSS sites.

or non-profit warehouses. Some states plan to locate their RSS at a private pharmaceutical or medical distribution company facility. These facilities offer advantageous physical attributes as well as employees with valuable expertise who are potential volunteers for duty during SNS operations.

State SNS planners will need to coordinate with the owner(s) of any potential RSS location to gain permission to use the facility during distribution operations. A memorandum of understanding may be a prerequisite for planning and coordination with facility owner(s) or managers. Any facility under consideration would need to be empty or easily cleared in order to be considered for use as an RSS location.

Physical Site Considerations

The most important physical characteristic of any RSS site is its size. A RSS site must have the internal space to stage, store, and manage all 130 containers in a push package. The CDC [Version 10](#) planning guidance recommends use of a facility with at least 12,000 square feet of open, level floor space. This includes 7,000 square feet to store a push package, 2,000 to 4,000 sq. ft. for staging containers and materials, 1,000 sq. ft. for office space (operations management, TARU, inventory control, distribution teams), and approximately 2,000 sq. ft. for repackaging operations, if necessary.

The CDC Version 10 planning guidance recommends the use of facilities with several specific physical characteristics that facilitate receipt, storage, and staging operations. These include:

- Smooth, hard surface floors to enable easy movement of push package containers;
- Sprinklers and fire suppression systems;
- Personal space for staff, including bathrooms with showers and designated rest areas;
- Designated repackaging area(s) within the RSS site or at a separate, nearby facility; and
- Sufficient office space, including workstations, communications (voice and data connections), and computers.

RSS sites must have temperature controlled storage space. Most drugs in the push package can be stored at room temperature (i.e., between 58°F and 86°F), but a few (e.g., lorazepam) must be kept cooler, requiring refrigerated storage at RSS sites. SNS state planners should work with general services departments to find back-up generators and refrigeration equipment to ensure the availability of cooled storage space.

Transportation Considerations

Federal authorities are responsible for delivering both push package and MI assets to the RSS site. A push package will be delivered by air to the local airport and then transported to an RSS site in approximately eight tractor-trailer trucks.

State SNS planners should develop pre-planned routes for transporting SNS materials from the RSS location to the dispensing sites. Since the most likely transport will be by ground, state planners can conduct time-distance analyses to identify travel times between possible RSS locations and dispensing sites. These analyses should include factors such as traffic congestion, the effect of physical disruption to vehicles transporting SNS assets, and security vulnerabilities. Where available, geographic information systems and modeling software can be used in estimating travel times and preventing potential problems on the day of an event.

Loading Considerations

A facility's physical characteristics will affect the ease with which materials are transported to and from the facility, including the ease of loading and off-loading of materials. Push package delivery requires eight 53-foot tractor-trailers, each holding 16 to 18 cargo containers. Consequently, state planners should look for the following features when evaluating potential RSS locations:

- Tractor trailer drive-through capability;
- Four or more adjustable loading docks capable of easily loading and off-loading a 48–53 foot truck; and
- Helicopter landing pad(s).

Loading docks decrease the time and personnel required to load and offload trucks. With loading docks, two people can offload push package containers from one tractor-trailer in less than 30 minutes. Without loading docks, the facility must be equipped with forklifts to off-load push package containers. The CDC's Division of Strategic National Stockpile (DSNS) recommends using two forklifts with capacity to lift 3,000 to 5,000 lbs. Using forklifts, three to four people can unload push package containers from one truck in approximately one hour.

DSNS officials suggest that off-loaded containers enter the RSS location through a common entry point to allow the inventory control chief to record their arrival. DSNS also recommends each RSS site have approximately six pallet jacks available to stage materials around the facility.

Technical Advisory Response Unit Considerations

A TARU will be deployed with the push package consisting of five to seven CDC personnel who will offer advice to state officials, as requested, on all aspects of SNS distribution. Security will arrive with the TARU to protect them and the SNS material. The state is responsible for transporting the TARU to the RSS location.

The TARU serves as the communications link between the state and the CDC. The TARU will bring multiple communication systems, including secure and non-secure communications equipment, to provide redundant communications—i.e., cellular, satellite, and government priority phones.

During its state SNS exercise, the Virginia Department of Health found that co-locating state SNS officials and the TARU in the same office space at the RSS location enabled effective coordination and decision-making.

The TARU logistician will also bring a Microsoft Excel file in delimited text format enumerating the contents of the push package on a CD and loaded into his/her computer. This information can be downloaded into the state's inventory tracking system.

Separate office space should be designated in the RSS location for the TARU. This space must contain:

- Sufficient electrical power for TARU computers and telecommunications equipment;
- Three analog telecommunications lines for dedicated TARU telephone, fax, and data transfer plus additional voice and data phone lines for warehouse operations; and
- Access to a window for satellite telephone equipment.

A local area computer network and high-speed Internet connections are also desirable for TARU operations. The state should issue the TARU team three two-way radios in order to communicate with RSS personnel. Living quarters for TARU members should be made

available near the RSS location. More information about the TARU and its function can be found in CDC's Version 10 planning guidance.

State-Provided Materials and Equipment at the RSS Location

The CDC recommends that states procure the following items for their RSS locations:

- Pallets on which to position SNS supplies to ship to dispensing sites;
- Shrink wrap/pallet film to secure SNS materials to outbound pallets;
- Four or more pallet jacks to move pallets around the RSS locations;
- Dollies to move boxes and equipment;
- Retractable box cutters to open boxes;
- A photocopier and telephones in the office;
- Two-way radios for communications between warehouse managers and staff;
- A bullhorn for conducting briefings in the warehouse;
- First aid kits;
- Potable water for RSS staff and volunteers;
- Cots and blankets for resting RSS staff and volunteers; and
- Lightweight Kevlar gloves.

SNS planners need to obtain these supplies and equipment prior to an incident and store them at each designated RSS location. This will ensure the RSS location is ready to receive SNS materials and begin operations within 12 hours following the approval of the SNS deployment request. Additionally, the state should plan to provide food and beverages to RSS personnel, the TARU, and security. In the absence of an on-site kitchen or vending machines, an outside company could cater food.

RSS Site Operations

State SNS planners need to develop plans for RSS operations that address such factors as security, receipt of SNS assets, SNS storage and staging, and RSS staffing.

Securing RSS Locations

Every potential RSS location must be made completely secure. The site should not be located in a highly visible or highly populated area likely to be affected by the disaster or crisis. Officials recommend that the exterior of RSS sites are well lit in order to positively identify personnel and deter trespassing. Officials also recommend that RSS sites have a "buffer zone" of 300–1,000 feet between the physical site and the exterior barrier (e.g., fence, wall) to allow sufficient area for patrols and to reduce potential damage from an improvised explosive device or other incendiary device. All entry points to the RSS location should be guarded.

Before and during SNS operations, it is vital to keep the location of the RSS from the public and media. This will reduce likelihood of disruptions to SNS operations.

Each state is responsible for providing security officers at the RSS locations. RSS security personnel could be provided by state or local law enforcement agencies or private security companies. Additionally, a possible RSS site may already have personnel that perform security functions at the site during non-emergency times (i.e., a private company warehouse). In such cases, state SNS planners may contract with the facility owner(s) to use these personnel during SNS distribution operations. State SNS planners should be aware that while the TARU travels with a security detail, its responsibility is to protect the TARU and the SNS assets, not to provide security for the RSS location. CDC Version 10 guidance includes additional criteria for securing RSS sites.

Receipt of SNS Assets

The DSNS will deliver SNS assets directly to the state designated RSS location. A designated state official must accept custody of SNS materials before RSS site staff can begin unloading trucks. The state official will need to sign a custody transfer form acknowledging receipt. He or she will also need to sign a memorandum of agreement obligating the state to use materials and equipment in certain ways, including returning storage containers and any unused pharmaceutical and equipment. Examples of both documents are available in the appendices of the Version 10 guidance.

A state official previously registered with Drug Enforcement Agency will also need to sign the custody transfer form to legally accept the Schedule II controlled substances that may be included in the shipment. This person can be the same person accepting the shipment overall (assuming that person is a DEA registrant). If a different person, the registrant can sign at the same time the shipment is accepted. If they are not available at the time of the shipment, he or she can also sign at a later date. More information about the requirements for transferring controlled substances and their storage at the RSS site is available from the Version 10 planning guidance and the DSNS.

Storing and Staging SNS Materials

The RSS location's inventory control chief is responsible for recording the numbers of incoming containers as push package containers are unloaded. Inventory control personnel must also note the numbers of any damaged or missing containers. According to DSNS planning documents, each push package container is numbered and assigned a color, designating its contents:

- Containers 1-33: Red: Oral Antibiotics and Related Supplies (i.e., pill counting machines)
- Container 34: Clear: Medical and Surgical Supplies
- Containers 35-101: Yellow: Intravenous Drugs and Related Supplies
- Containers 102-105: Green: Chemical Weapons Antidotes and Supplies
- Containers 106-130: Blue: Airway Management Supplies

Push package containers are unlikely to be unloaded at the RSS location in numerical order. CDC program officials suggest that the containers be organized by color and number with container doors facing six-foot isles to maximize storage and staging efficiency. Figure 1 below is one example of a RSS location layout with push package containers organized by color and number.

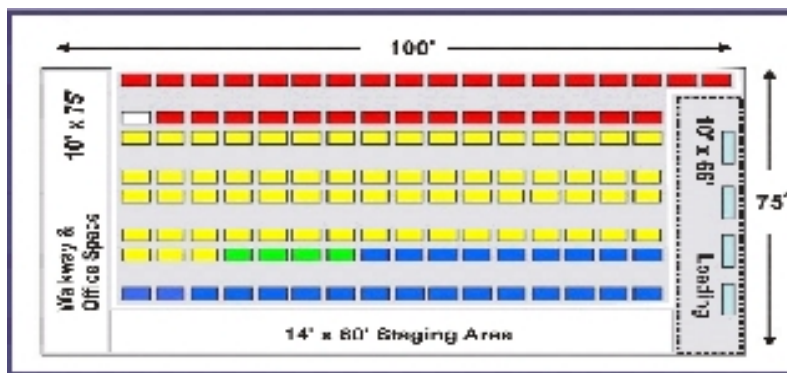


Figure 1 - This diagram displays minimum space recommendations. The space contains 130 containers within 4520 sq. ft. The staging area is 1120 sq. ft.; loading area 660 sq. ft.; and the walkway/office space 700 sq. ft. This equals a total of 6730 sq. ft. Source: CDC

RSS location layout will vary depending on the facility, but should always have at least 7,000 square feet of storage space and between 2,000 and 4,000 square feet of staging space. The staging area should be located in close proximity to loading docks and transport areas.

During SNS distribution operations, RSS locations may receive resupply requests from either inventory control personnel at dispensing sites or treatment centers. Alternatively, dispensing sites can be required to send requests to the state Emergency Operations Center (EOC) who will relay them to the RSS location. Once orders are received at the RSS location, site personnel will find, re-package, and ready materials for delivery to dispensing sites. During this process, RSS personnel will record processed requests in the state's inventory tracking system.

RSS Staffing

State SNS plans should pre-identify the necessary personnel to activate the RSS location, receive the SNS from the federal government, and quickly begin staging and distribution operations. Professional and volunteer personnel can be derived from a variety of sources. The following list, derived from multiple state SNS plans, enumerates key RSS positions and the number of personnel needed to fill each position per shift. If there are a limited number of

During its state SNS exercise, the Virginia Department of Health found the use of color-coded vests at the RSS site to be useful for easily identifying those with particular job functions. Command and control wore white vests; Operations, orange; Logistics, blue, and; Administrative, green.

individuals available to staff operating RSS and dispensing sites, SNS planners may be required to assign the responsibilities of multiple positions to a single individual.

- **RSS Warehouse Manager/On-Site commander** (1): There should be only one warehouse manager who serves as commander 24 hours a day
 - Shift Supervisor (1): Assumes warehouse manager's duties in his/her absence
 - Safety Officer (1)
 - On-Site Commander's Clerical Support (1)
- **Logistics & Communications**
 - Logistics & Communications Chief (1)
 - Clerical Support (1)
 - Technical Support (2)
 - Human Resources Chief (1)
- **Operations Team**
 - Operations Chief (1)
 - Inventory Control Supervisor (Preferably Pharmacist) (1)
 - Transportation Plan Operator (TPO) (1)
 - Security Chief (1)
 - Clerical Support (2)
- **Dispensing Site and Treatment Center Sorting & Staging**
 - Supervisor (1)
 - Assistants (8)
- **Receiving and Loading**
 - Supervisor (1)
 - Assistants (2)
- **Quality Control**
 - Supervisor (1)
 - Assistant (1)
- **Inventory Control Assistants** (2)
- **Licensed Forklift Drivers** (1-2)

- **Security/Law Enforcement Officers** (varies)

States should assess their own personnel needs based upon their plans, determine the number of personnel they will need for each shift, and try to obtain the minimum personnel for four shifts.

RESOURCES

- Centers for Disease Control and Prevention. *The Receipt, Store, Stage (RSS) Site: Finding the Right Location and Facility for Your State*. Nov 2003.
- Centers for Disease Control and Prevention. *Receiving, Distributing, and Dispensing the Strategic National Stockpile: A Guide for Preparedness - Version 10 (Draft)*. Jun 2005.
(LLIS.gov ID# [14197](#))
- Centers for Disease Control and Prevention. *Strategic National Stockpile Preparedness Course*. 12-16 Jan 2004.
- Harris County Public Health and Environmental Services. *Field Operations Guide (FOG)*. Unpublished Draft.
- Oregon Department of Human Services. *National Pharmaceutical Stockpile Planning in Oregon: Information for Local Health and Emergency Management Officials*. Apr 2002.
(LLIS.gov ID# [14175](#))
- Virginia Department of Health. *SNS Training: Applying the Lessons Learned*.
- Wyoming Department of Health. *Strategic National Stockpile Plan*. 1 Jul 2003.

DISCLAIMER

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ENCLOSURE 8 – SAMPLE LIST OF ITEMS AND DIMENSIONS

Item description	UOM	Qty	Box L"	W"	H"	Tot Sq In	Plt L"	W"	H"	Tot Sq In	Wgt (lbs)	Pallet Y/N	Pallet Stack Y/N
13 multi vial kit	pallet	1	20	20	21		41	41	60		500	Y	
3M 1860s	pallet	20	14	11	8.6		39	39	60		120	Y	Y
3M 4530302r06	cases	46											
3M 72210	cases	46											
Airlife	cases	4	25	10	11								
Airlife vent circuit	cases	3											
Ambu	pallets	2	15	15	17		36	47	61		216	Y	
Ambu	cases	5	15	15	17							N	
Atrium drosuction	cases	4											
Bard 0042180 sump tube	cases	11											
Baxter fluid	cases	48											
Cal dept of Education respirators	pallet	3	16	11	18		39	49	84			Y	
Cardinal Med-Vac 65651	pallet	5	20	24	19		39	47	75				
Cardinal swabs 40000050	cases	5											
Cardinal ventilators	cases	8											
Cidex 2785	cases	5											
Clorox	cases	27	19	13	10		40	46	40		1257.2	Y	
Cot	pallet	9	42	48	36		42	48	36			Y	
Covidien underpad 7134	pallet	1	20	12	16		32	40	34		180	Y	
Crate Tent	pallet	2											
Doxycycline	pallet	3	13	13	10		38	50	40			Y	
Exel insulin syringe	pallet	1	7	17	6		44	42	31		200	Y	
Fluidshield 4682710	pallet	4	14	11	10		44	47	52			Y	

Item description	UOM	Qty	Box L"	W"	H"	Tot Sq In	Plt L"	W"	H"	Tot Sq In	Wgt (lbs)	Pallet Y/N	Pallet Stack Y/N
Fluidshield 4682715	pallet	1					43	44	41			Y	
Furniture (tables, chairs, small desks)	many												
Graham Warming Blankets 52038	pallet	13	22	13	10		45	36	84			Y	
Hudson trach tubes	cases	4	12	21	15							N	
Jelco IV	cases	68										N	
Keyboards	each	7											
Kimberkey-Clark 6715	pallet	1	21	14	13		43	48	40		180	Y	
Kimberkey-Clark gauze	cases	30											
Kimberkey-Clark masks (kids) 4712727	pallet	1					40	47	74			N	
Kimberkey-Clark masks 46727117	pallet	9	14	11	10		42	47	41			Y	Y
Kimberkey-Clark masks 4711717	pallet	14	20	8	9		40	46	36		555	Y	
Kimberkey-Clark Suction system	pallet	4	12	17	16		37	37	78			Y	
Kraft natural	cases	10											
Medichoice irrigation trays	pallet	4	19	11	18		44	39	89			Y	
Medichoice disp pillows	cases	8					48	44	70				
Medichoice gloves	pallet	11	15	10	10		45	41	30		250	Y	Y
Medichoice gloves med	cases	16											
Medichoice gowns	pallet	4	14	13	11		38	42	45			Y	
Medichoice gowns	cases	10											
Medichoice masks	pallet	3	19	8	8		37	41	78			Y	
Medichoice masks	cases	6											
Medichoice nasal canula	pallet	2	14	14	10		39	42	40		300	Y	
Medichoice nebulizer rsp0470	pallet	1	14	14	10		39	42	40		300	Y	
Medichoice prep pads	cases	38											
Medichoice suction yankauer	pallet	1	13	7.5	4							Y	
Medichoice thermostats	cases	108											

Item description	UOM	Qty	Box L"	W"	H"	Tot Sq In	Plt L"	W"	H"	Tot Sq In	Wgt (lbs)	Pallet Y/N	Pallet Stack Y/N
Medichoice underwear	pallet	1	17	12	12		36	50	48			Y	
Monitor	each	1											
Monoject syringe 8881512	cases	6											
Monoject syringe(533338)	pallets	1	25	11	6		43	50	47		500	Y	
Mouse	each	3											
PC	each	5											
PDI Sani Cloth	pallet	2	16	11	16		46	37	48			Y	
Plastic holders 8974	cases	4											
Proxima gowns	pallet	1											
Purell 9606	pallet	1	9	6	6		30	45	65		500	Y	
Sage cleansing	cases	4											
Sharps disposal cans	each	1	4	12	26							N	
Starclose vascular	cases	1											
Sutures(multi types - all expired but over 3 years)	boxes	72											
Tamiflu	pallet	2	13	8	9		48	41	32			Y	
Toothettes	pallet	1											
Trash cans		22	32	26	42								
Uniseal uniflex	pallet	1	12	10	10		49	41	51				
Vionexus	pallet	3	12	9	9		43	37	44				
Vionexus	cases	4											
Wheel chairs	each	17											