



County of San Mateo

Request for Proposals (RFP) for

San Mateo County Health

RFP No. HEP-2022-12

Request for Proposals No. HEP-2022-12 for Development and Coordination of two (2) Health Emergency Preparedness Exercises (Mass Casualty Mitigation and Cyber Security Defense)

Number of Contracts to be Awarded	1
Contract Value	\$130,000
Expected Contract Duration	10 months
Authorized Contact Person	Shruti Dhapodkar, M.D Health Emergency Preparedness Manager
Authorized Contact Person e-mail	sdhapodkar@smcgov.org
RFP Release	Dec 21, 2022; 10:00 AM PST
Deadline for Questions	Jan 5, 2023; 5:00 PM PST
Proposal Due	Jan 20, 2023; 5:00 PM PST

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SECTION I - INTRODUCTION AND SCHEDULE

A. General

The County of San Mateo (the “County” or SMC) covers most of the San Francisco Peninsula. The region covers 744 mi² and is home to nearly 800,000 residents. The County is made up of 20 incorporated cities. The County provides for the health and welfare of all people within its borders and serves as the local government for the unincorporated areas. Innovation thrives here in industries including bioscience, computer software, green technology, hospitality, financial management, health care, education and transportation. The County prides itself on how that prosperity fosters its commitment to protecting and enhancing the health, safety, welfare and natural resources of the community.

B. Background

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

San Mateo County Emergency Medical Services Health Emergency Preparedness Unit (HEP), a division of SMC Health, leads medical and health emergency preparedness and response activities across the health system. Health Emergency Preparedness Unit partners with stakeholders and the San Mateo County Healthcare Coalition, to strengthen the healthcare community’s ability to prepare for and respond to health and safety risks, including large-scale emergencies and surges in healthcare needs. Health Emergency Preparedness Unit developments and coordinates exercises, drills, and trainings on an annual basis, to ensure to SMC Health, local health providers and the emergency medical services system partners response efforts are at their best.

This Request for Proposals (“RFP”) seeks the submission of proposals from all interested and qualified parties to develop, coordinate, and execute two (2) health emergency preparedness exercises for Summer and Fall 2023, with aim to strengthen the County’s response to threats and strengthen our collaboration with local, regional, state, and federal response agencies.

The target start date for the agreement is February 2023 with term ending November 2023, subject to negotiations of a final fixed-price agreement, not to exceed amount of **ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000)**.

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

C. Schedule

RFP Released	Dec 21, 2022; 10:00 AM PST
Deadline for Questions, Comments and Exceptions	Jan 5, 2023; 5:00 PM PST
Proposal Due Date and Time	Jan 20, 2023; 5:00 PM PST
Interviews (tentative)	TBD
Anticipated Contract Award Date	Jan 30, 2023

SECTION II - 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.

Proposing teams may suggest a modified scope as part of their proposal but shall include the following at minimum.

A. Description

San Mateo County is looking for services for developing and implementing two (2) health emergency preparedness exercises for 1) Cyber Security Incident and 2) Mass Casualty Incident with Chemical, Biological, Radiation, Nuclear and Energetic (CBRNE) component. Additional information on the required assistance is listed below:

- (1) Exercise One – Homeland Security Exercise and Evaluation Program (HSEEP) compliant Mass Casualty Functional Exercise (FE)
 - a. When: Summer 2023
 - b. Scenario: TBD, possible Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE)
 - c. Deliverables:
 - i. Develop and implement Functional Exercise (FE)
 - ii. Provide Hazmat for healthcare personnel training
 - iii. Address Medical Response and Surge Exercise (MRSE) Evaluation plan for Terrorism Response, in example, management of surge capacity, capability, and preparedness
 - iv. Coordinate from beginning to end Concepts and Objectives (C&O) Meeting, Initial Planning Meeting, Mid-Term Planning Meeting, Final Planning Meeting, and After-Action Report (AAR)
 - v. Provide all documentation for Administration for Strategic Preparedness and Response (ASPR) Medical Health Care Medical Response and Surge Exercise (MRSE) to fulfill reporting requirements.

- (2) Exercise Two – HSEEP Complaint Cyber Infrastructure Attack Full Scale Exercise (FSE)
 - a. When: Fall 2023
 - b. Scenario:
 - i. Cyber Attack requiring the health system to exercise policies, processes, and procedures for identifying and responding to a significant cyber incident impacting critical infrastructure.
 - c. Deliverables:
 - i. Deliver tabletop exercise (TTX) to identify and address gaps in cybersecurity
 - ii. Provide minimum 3-hour cyber security training to the San Mateo County Healthcare Coalition
 - iii. Develop and implementing Full Scale Exercise (FSE)
 - iv. Activate of Health Department Operation Center (DOC)
 - v. Provide the following trainings: Nursing Home Incident Command System (NHICS) and Hospital Incident Command System (HICS)
 - vi. Coordinate from beginning to end Concepts and Objectives (C&O) Meeting, Initial Planning Meeting, Mid-Term Planning Meeting, Final Planning Meeting, and After-Action Report (AAR).

*Exercise dates, scenarios, deliverables, and other key specifics may be subject to change due to external factors, including but not limited County response to the COVID-19 pandemic, and/or the availability of staff and key stakeholders.

B. Stakeholders

Stakeholders may include, but not limited to, Department of Emergency Management (DEM), Law & Fire departments, Emergency Medical Services, San Francisco International Airport, SMC Health, San Mateo County Hospitals, Public Safety Dispatch, American Medical Response, SMCHC, San Mateo County Medical Reserve Corps (MRC), California Department Public Health, 95th Civil Support Unit, American Red Cross, Community Emergency Response Teams (CERT), Terrorism Counter Assault Team (TCAT), FBI, and others. Prospective contractors will coordinate and lead the design, facilitation, planning, development, execution, and evaluation of a HSEEP compliant Terrorism Response and CERT/ TCAT Exercise. The Terrorism Response Exercise will include two full-scale exercises. Multiple agencies, cities and jurisdictions will participate in these exercises. The contractor will work with HEP staff to create and implement products and activities for all exercises, trainings as well as any associated activities. The successful completion of these deliverables will require a thorough understanding of HSEEP requirements and principals, and the planning and exercise needs of SMC Health, and other healthcare entities.

C. Deliverables

The contractor will work with HEP staff and other stakeholders as needed. The contractor(s) will be responsible for participating in HEP program led exercise activities as needed (e.g., Tabletop planning) to allow for maximum efficiency in planning, and leading activities related to the functional exercise including planning meetings, trainings, etc. to include, but not limited to:

- (1) Develop, coordinate and execute two (2) health emergency preparedness exercises for 1) Mass Casualty Incident (FE) and 2) Cyber Security Incident (FSE).
- (2) Work with Exercise & Training Workgroups Members of the SMCHC to assist in planning. Assure that key participants and planners are contacted to participate in scheduled planning meetings from all participating organizations.
- (3) Work with HEP program staff to determine plans, procedures and/or policies and capabilities to be tested and develop corresponding exercise goals and objectives for Law & Fire authorities, American Red Cross, Community Emergency Response Teams (CERT), Terrorism Counter Assault Team (TCAT), SMC Health DOC staff and other participating organizations. Reference Statewide exercise documents.
- (4) Plan, schedule, organize, conduct, record, and share results of HSEEP compliant meetings, including, but not limited to:
 - a. Concept and Objectives Meeting
 - b. Initial Planning Meeting
 - c. Midterm Planning Meeting
 - d. (Master Scenario Events Lists) MSEL Meeting
 - e. Final Planning Meeting
 - f. Evaluator Training(s)
 - g. Functional/Full Scale Exercise
 - h. Hot Wash/Debriefing
 - i. After Exercise Meeting
 - j. Trainings as listed above
 - k. Contractor will develop for PowerPoint Presentations for the above meetings to be reviewed and approved by HEP staff.
- (5) Develop and submit exercise planning and evaluation documents, including, but not limited to:
 - l. Incident Action Plan
 - m. Agendas, minutes, sign-in sheets for all meetings, conferences and exercises

- n. Exercise Plan
- o. MSEL with injects from and/or for all participants
- p. Exercise Evaluation Guides
- q. Exercise Evaluations and/or Exercise Participant Feedback Forms Controller
- r. Evaluator Handbook
- s. After Action Reports and Improvement Plans
- t. Player Briefing

- (6) Review Emergency Preparedness Plans, which will be exercised as needed.
- (7) Utilize an ICS, and DOC structure for exercise planning and implementation.
- (8) Develop forms, documents, reports and exercise material related to exercise for participating agencies.
- (9) Address all logistics including but not limited to facilities, rentals, exercise materials, exercise printing, exercise supplies and equipment.
- (10) Address all safety issues.
- (11) Conduct and manage the after-action process including but not limited to data analysis and preparation of an After-Action Report and Improvement Plan.

We request some flexibility regarding the structure of the exercises. Additionally, some meetings may be merged with tabletop exercise planning meetings to avoid participant fatigue and ensure an efficient exercise planning process.

D. Length of Agreement

The target start date for the agreement is February 2023 with term ending November 2023 (dates subject to change).

E. Funding

The services will be funded through the State Homeland Security Grant (SHSGP) which aims to build capabilities to protect communities against, prevent, respond to, and recover from terrorist acts, and other emergencies or disasters.

The total SHSGP funding available for the services provided under the proposed agreement is \$130,000.

SECTION III - SUBMISSION REQUIREMENTS

A. Submission Deadline

Proposals must be electronically received by 5:00 PM, on January 20, 2023, via Public Purchase (details below).

Allow sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate, and proposals will be rejected. The Public Purchase submission time will be the official submission time. The County will not be responsible for and shall not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system.

NOTE: The County does not maintain the Public Purchase system and is not liable for site failures or technical problems. To resolve technical issues, contact Public Purchase using the chat portal via link below or email Vendor Support at support@thepublicgroup.com:

http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html

Late submissions will not be considered.

B. Pre-submission Registration

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

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

It is recommended that organizations complete this registration as soon as possible to allow enough time for it to be processed. Each registration is manually reviewed and approved by Public Purchase, and this might take time. The County will not be responsible for and shall not accept proposals that are late due to a failure to register in the Public Purchase system.

C. Submission via Public Purchase

(1) Submit of Proposals:

a. Required documents

Each of the following documents should be submitted following the instructions below:

- Technical proposal
- Budget/Fee proposal
- Minimum Qualifications Checklist
- Written exceptions to the proposal, if any
- References
- Other documents (name them) as needed

b. Electronic Submissions

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

c. Conflicts Between Certain Requirements

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

d. Format

Documents should be created in the following format:

- Pages have margins of at least 1" on all sides (excluding headers and footers)
- If the proposal is lengthy, please include a Table of Content
- PDF format is preferred

(2) Errors in Proposals

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

D. Technical Proposal

Firms interested in responding to this RFP must submit the following information, in the order specified below:

(1) Introduction and Executive Summary

- a. Submit a letter of introduction and executive summary of the proposal. The letter must contain:
- Name, title and contact information (email, phone and address) for representative of proposing firm who is responsible for communication related to this RFP
 - Signature of person authorized to obligate firm to perform the commitment contained in the proposal

Submission of the letter will constitute a representation by firm that you are willing and able to perform the commitments contained in the proposal and have not violated the terms of this RFP.

(2) Statement of Minimum Qualifications

Describe how the firm meets the minimum qualifications as set forth in Section IV., Minimum Qualifications of this RFP.

Submission of the MQ checklist does not negate the requirement to provide a detailed written response.

(3) Project Approach

- a. Describe the services and activities that your firm proposes to provide to the County. Include the following information:
- Overall scope of work tasks
 - Schedule and ability to complete the project within the County's required time frame
 - Innovations that your firm will provide for this project, including but not limited to efficiency, technology and sustainability improvements

(4) Firm Qualifications

- a. Provide information on your firm's background and qualifications which addresses the following:

- A brief description of the firm, as well as how any joint venture or subcontractors would be structured, listing each firm's responsibility of services.
- A description of not more than three (3) projects similar in size and scope prepared by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one (1) page for each project.

(5) Team Qualifications

a. Provide a chart identifying:

- Project team and reporting structure
- Lead project manager
- Role each person will play in the project
- Written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the County's prior approval.
- Provide a brief description of the experience and qualifications of the project team members, including short resumes if necessary.

(6) References

At least three (3) 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.

(7) Budget/Fee Proposal

- Provide a fee proposal with breakdown of project costs by task, service, or deliverable.
- Include assigned team members, their projected hours and rates

The County intends to award this contract to the firm that it considers will provide the best overall program services.

The total budget available for the services provided under the proposed agreement is \$130,000.

SECTION IV - EVALUATION AND SELECTION CRITERIA

A. Minimum Qualifications (MQs)

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

Proposer is defined as the prime firm or joint venture that is proposing on this RFP.

Proposers must meet the following Minimum Qualifications:

- (1) Proposer shall have at least four (4) years of experience within the last six (6) years immediately preceding the issuance of this RFP in providing equivalent or related services.
- (2) Project manager has a minimum of two (2) years of experience within the last five (5) years in providing equivalent or related services.
- (3) Proposer shall have completed at least three (3) projects within the last five (5) years of equal or higher contract value for similar services.
- (4) Evidence or certification of legal authorization to do business in the State of California.
- (5) Proposer is registered and in good standing with sam.gov/SAM/.

In order for a firm to pass the minimum qualifications and to be considered for contract award the firm shall be in good standing with Federal Government agencies and the State of California. Firms that have been debarred, suspended, proposed for debarment, declared ineligible by Federal or State agencies will not qualify for contract award.

B. Selection Criteria

The proposals will be evaluated by a selection committee comprised of subject matter experts. The County intends to evaluate the proposals generally in accordance with the criteria itemized below. Up to two (2) of the firms with the highest scoring proposals may be interviewed by the committee to make the final selection.

Proposals will be evaluated on the following criteria:

- (1) **Technical Proposal (75% of scoring)**
 - a. Follows the requirements as identified in the proposal instructions
 - b. Meets the minimum qualifications and experience
 - c. Project Approach
 - Demonstrates a clear understanding of the project/proposed services detailed in Section II - SOW and the tasks to be performed.
 - Implementation plan meets the RFP objectives
 - Reasonableness of proposed staffing level and work plan.
 - d. Firm Qualifications
 - Expertise of the firm in the fields necessary to complete the tasks
 - Quality of recently completed projects, including adherence to schedules, deadlines and budgets
 - Strategy for successful engagement with the County
 - Innovation that gives Proposer a competitive edge if awarded this contract
 - Results of reference checks
 - Experience with other public entities

- e. Team Qualifications
 - Expertise of the lead project manager
 - Expertise of assigned staff in the subject area and description of the tasks to be performed

(2) **Budget/Fee Proposal (25% of scoring)**

- a. Budget/fee proposal addresses operational areas/service needs
- b. Feasibility of budget/fee proposal and staffing plan to meet the objectives
- c. Appropriateness of cost of line items 7.a – 7.b

SECTION V - INSTRUCTIONS TO PROPOSERS

A. Communications

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

The above restriction does not apply to communications with the County regarding business not related to this RFP.

B. Contract Award

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) Award Procedure

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

(2) Notice of Intent to Award

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

(3) Commencement of Performance

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

SECTION VI - TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Errors, Omissions and Inquiries regarding the RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in Public Purchase, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

Inquiries regarding the RFP should be lodged in Public Purchase.

B. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the Department setting forth with specific grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

C. Addenda

The County may modify the RFP, prior to the proposal due date, by issuing Addenda, which will be posted on Public Purchase. The proposer shall be responsible for ensuring that its proposal reflects any and all Addenda issued by the County prior to the proposal due date regardless of when the proposal is submitted. Therefore, the County recommends that the proposer consult Public Purchase frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Addenda.

D. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for the duration of the contract and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

E. Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

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

F. Errors and Omissions in Proposal

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the proposer from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

G. Withdrawal of Proposals

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

H. No Commitment

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

I. Financial Responsibility

The County accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the County and may be used by the County in any way deemed appropriate.

J. Estimated Quantity

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

K. Public Record

(1) General

- a. 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.
- b. Any contract arising from this RFP will be a public record.
- c. Submission of any materials in response to this RFP constitutes:
 - 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
 - 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
 - Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
 - Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

(2) Confidential Information

- a. The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- b. If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL". If requested material has been designated as confidential, the County will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.

- c. Failure to seek a court order protecting information from disclosure within ten days of the County's notice of a request to the proposer will be deemed agreement to disclosure of the information and the proposer agrees to indemnify and hold the County harmless for release of such information.
- d. Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested.
- e. Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7.

L. Reservations of Rights by the County

The issuance of this RFP does not constitute an agreement by the County that any contract will actually be entered into by the County. The County expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all proposals;
- Reissue a Request for Proposals;
- Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
- Procure any materials, equipment or services specified in this RFP by any other means; or
- Determine that no project will be pursued.

M. No Waiver

No waiver by the County of any provision of this RFP shall be implied from any failure by the County to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

N. Cooperative Agreement (Piggyback)

Any contract/s that will result from this competitive solicitation is being conducted as a Cooperative Procurement. The services, terms and conditions of the resulting contract may be used by other organizations as a Cooperative Agreement.

This clause in no way commits any SMC affiliate to procure services from the awarded contractor, nor does it guarantee any additional orders will result. It does allow interested organizations, at their discretion, to make use of this competitive procurement (provided said process satisfies their own procurement guidelines) and contract directly from the awarded contractor. All purchases made by SMC affiliates shall be understood to be transactions between that organization and the awarded contractor; SMC shall not be responsible for any such contracts.

O. Insurance

The County has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry \$1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers' compensation insurance; if the contractor or its employees maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation).

SECTION VII - PROTEST PROCEDURES

A. Protest of Non-Responsiveness Determination

Within five (5) working days of the County's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the County has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the County on or before the fifth working day following the County's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the County to determine the validity of the protest.

B. Protest of Contract Award

Within five (5) working days of the County's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the County has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the County on or before the fifth working day after the County's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the County to determine the validity of the protest.

C. Delivery of Protests

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the County received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Protests@smcgov.org

Subject: RFP Name and Number

APPENDIX A – MINIMUM QUALIFICATIONS CHECKLIST

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.

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

- (1) Proposer shall have at least four (4) years of experience within the last six (6) years immediately preceding the issuance of this RFP in providing equivalent or related services.
- (2) Project manager has a minimum of two (2) years of experience within the last five (5) years in providing equivalent or related services.
- (3) Proposer shall have completed at least three (3) projects within the last five (5) years of equal or higher contract value for similar services.
- (4) Evidence or certification of legal authorization to do business in the State of California.
- (5) Proposer is registered and in good standing with [sam.gov/SAM/](https://sam.gov).

Registered Business Name: _____

DUNS No.: _____

APPENDIX B – 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

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 until its expiration on **June 30, 2022**, 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. 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:

NOTICE TO PROPOSERS: LIVING WAGE ORDINANCE

The Living Wage Ordinance sets a minimum wage contractors are required to pay employees providing services under County contracts. The living wage was originally a pilot program, beginning January 1, 2017, and ending on June 30, 2022. As of July 1, 2022, the Board of Supervisors established a permanent living wage requirement for contracts issued by San Mateo 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 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.

Further details on all aspects of the LWO are included in the attached LWO, with additional information posted on the County of San Mateo website (<https://hr.smcgov.org/san-mateo-county's-living-wage-ordinance-lwo>)

APPENDIX C – SAN MATEO COUNTY’S LIVING WAGE
ORDINANCE (LWO)

Chapter 2.88 LIVING WAGE ORDINANCE

Sections:

2.88.010 Findings and purpose.

The Board of Supervisors finds and determines:

- (a) The San Francisco Bay Area, including San Mateo County, has a higher relative cost of living than reflected in the national and state minimum wage standards;
- (b) San Mateo County awards contracts to employers to provide services to the public and the County government;
- (c) On January 1, 2017, the Board adopted Ordinance No. 4764 establishing a five-year Living Wage Pilot Program, which was extended through June 30, 2022, to require a Living Wage for contracts issued by San Mateo County.
- (d) After consultation with nonprofit agencies and other appropriate stakeholders, this Board has determined that the use of San Mateo County funds to promote a Living Wage improves 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 improves the quality of life for residents of the County and employees of County Contractors;
- (e) A permanent 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 establishing a permanent Living Wage requirement for contracts issued by San Mateo County.

(Ord. No. 04764, § 1, 11-1-2016; Ord. No. 04867 , 5-17-2022)

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 (1) 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 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 accreditation 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 Executive'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.
- (f) "CPI-U" means the consumer price index for urban consumers for the San Francisco-Oakland-Hayward, CA metropolitan statistical area, as determined by the United States Department of Labor, Bureau of Labor Statistics.
- (g) "Living Wage" means the wage rate specified by this chapter.
- (h) "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.
- (i) "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.
- (j) "Sole Source" means only one (1) entity has been identified as capable of providing and willing to provide the services sought by the County.
- (k) "Subcontractor" means a party, other than an Employee, that agrees to assist a Contractor in providing Services under a Covered Contract.
- (l) "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 (2) weeks of salary by eighty (80).
- (Ord. No. 04764, § 1, 11-1-2016; Ord. No. 04774, § 1, 2-28-2017; Ord. No. 04837, § 4, 11-17-2020; Ord. No. 04867, 5-17-2022)

2.88.030 Covered contract requirements and certification.

Every Covered Contract 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 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.

(Ord. No. 04764, § 1, 11-1-2016; Ord. No. 04774, § 1, 2-28-2017; Ord. No. 04867, 5-17-2022)

2.88.040 Living wage rate.

The Living Wage shall be set and adjusted as follows:

- (a) As of July 1, 2022, the Living Wage shall be \$18.61.
- (b) The Living Wage shall increase annually at the same rate as the CPI-U for San Francisco-Oakland-Hayward, CA then in effect.
- (c) A change in Living Wage based on CPI-U shall not be negative and shall not exceed three-and-one-half percent (3.5%).

(Ord. No. 04764, § 1, 11-1-2016; Ord. No. 04854, § 1, 11-16-2021; Ord. No. 04867, 5-17-2022)

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 one hundred percent (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.

(Ord. No. 04764, § 1, 11-1-2016; Ord. No. 04774, § 1, 2-28-2017; Ord. No. 04867, 5-17-2022)

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.

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- (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.

(Ord. No. 04764, § 1, 11-1-2016; Ord. No. 04867, 5-17-2022)

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.

(Ord. No. 04764, § 1, 11-1-2016; Ord. No. 04867, 5-17-2022)

2.88.080 Suspension of the Living Wage ordinance.

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.

(Ord. No. 04764, § 1, 11-1-2016; Ord. No. 04854, § 2, 11-16-2021; Ord. No. 04867, 5-17-2022)

2.88.090 Powers and duties of the County Executive.

The County Executive'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;
- (d) As soon as practicable after July 1, 2024, and every two (2) years thereafter, the County Executive or the County Executive's designee(s) shall report to the Board of Supervisors regarding the implementation and the operation of the Living Wage ordinance. Prior to providing such report, the County Executive or the County Executive's designee(s) shall consult with nonprofit agencies and other appropriate stakeholders impacted by the Living Wage ordinance set forth in Chapter 2.88 of the San Mateo County Ordinance Code; and
- (e) Perform such other duties as may be required or necessary to implement the purposes of this chapter.

(Ord. No. 04764, § 1, 11-1-2016; Ord. No. 04867 , 5-17-2022)

(Supp. No. 40, 6-22)

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