



COUNTY OF SAN MATEO

Request for Proposals FY2023-2027 Consolidated Plan and FY2023-2024 Annual Action Plan

San Mateo Urban County

County of San Mateo
City of Atherton
City of Belmont
City of Brisbane
City of Burlingame
City of Colma
City of East Palo Alto
City of Foster City
City of Half Moon Bay
Town of Hillsborough
City of Menlo Park
City of Millbrae
City of Pacifica
Town of Portola Valley
City of San Bruno
City of San Carlos
Town of Woodside

HOME Consortium Members:

**San Mateo Urban County
City of South San Francisco**

**NOTICE OF REQUEST FOR PROPOSALS FOR FIVE-YEAR
CONSOLIDATED PLAN, FIRST-YEAR ACTION PLAN**

NOTICE IS HEREBY GIVEN that the County of San Mateo (County) will receive proposals for consultant services for the County's Five-Year Consolidated Plan, including the First-Year Action Plan.

Proposals should be sent through email to housing@smchousing.org with **Attn: Consolidated Plan Proposal** in the subject line. The due date for proposals is Monday, August 22, 2022 by 4:00 pm.

A copy of the RFP can be downloaded from the County's website at:

<http://www.smcgov.org/housing/nofas-bids-proposals>

For questions regarding this RFP, you may contact Douglas Frederick, PhD, HCD Housing Program Manager, at (650) 561-5069, or through email at dwfrederick@smchousing.org.

COMMUNITY DEVELOPMENT BLOCK GRANT
EMERGENCY SOLUTIONS GRANT and
HOME INVESTMENT PARTNERSHIP PROGRAMS

Request for Proposals
Five-Year Consolidated Plan, First-Year Action Plan

RFP GUIDELINES

Applications Available – July 28, 2022
Proposal Due Date – August 22, 2022 4:00 pm

San Mateo County
Department of Housing
264 Harbor Blvd.
Belmont, CA 94002

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REQUEST FOR PROPOSALS (RFP)

Professional Services

Development and Submittal of Five-Year Consolidated Plan, including First-Year Action Plan

INTRODUCTION:

The County of San Mateo (the "County") is requesting proposals from experienced community development consultant firms or individual consultants to assist the County's Department of Housing in preparing (and submitting as required) its next 5-year Consolidated Plan (FY2023-2027) and the Annual Action Plan (FY2023-2024) pursuant to 24 CFR Part 91, per the IDIS Consolidated Plan Template, as necessary to receive a direct allocation of Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Funds from the U.S. Department of Housing and Urban Development (HUD). The County's Citizen Participation Plan will need to be reviewed and updated if necessary.

BACKGROUND:

The County is currently in its final year of the current 5-year Consolidated Plan Period (FY18-22). During the previous 5-Year Consolidated Plan (Con Plan) period, the County funded multiple public service organizations, various development projects, homelessness services, public facilities and housing rehab agencies, and Administration activities. The County will be taking a fresh look at the community's current needs and determining the direction in which to head with the use of the funds.

The County is located on the San Francisco Peninsula between San Francisco and Santa Clara Counties, with a population of over 765,000. The County's median household income is approximately \$166,000.

Consolidated Plan: The 5-Year Consolidated Plan and Action Plan will address long/short range plans to identify, including but not limited to, goals and objectives, gaps in services, areas of need, resources, housing, homelessness, improved collaboration/public input process, programs/projects, and other areas as may be identified to assist the County in implementing the CDBG, ESG and HOME Programs. The awarded consultant shall also assist to define and undertake the community/stakeholder participation process. The selected consultant will perform professional services under the supervision of the Housing and Community Development Division of the Department of Housing.

The Con Plan will cover the five-year period from July 1, 2023 through June 30, 2028. The Con Plan also includes a FY 2023 Annual Action Plan.

Assessment of Fair Housing: A regional Assessment of Fair Housing was completed prior to the previous Consolidated Plan. It will not be required to be updated for the submission.

However, HUD requires comments concerning the existing assessment and the awarded consultant will need to ensure that those comments meet HUD's expectations.

DELIVERABLES/SCOPE OF WORK:

The Consultant selected will **prepare the Con Plan** and a FY 2023 Annual Action Plan pursuant to all current federal laws, regulations, and guidelines and must be fully compliant with the requirements of the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.

The required work is outlined, but not limited to documents entitled, "Guidelines for Preparing a Consolidated Plan Submission for Local Jurisdictions." Guidelines for preparing a Consolidated Plan may be found on the HUD website at:

- <https://www.hudexchange.info/programs/consolidated-plan/consolidated-plan-process-grant-programs-and-related-hud-programs>; and,
- <https://www.hudexchange.info/programs/consolidated-plan/>; and,
- https://www.hudexchange.info/resources/documents/24CFRPart91_11.21.1_1.pdf; and,
- <https://www.hud.gov/sites/documents/FHPG.PDF>; and,
- <https://www.hudexchange.info/programs/affh/>

The Consultant selected will review and tabulate data and information supplied by the County, HUD, the U.S. Census Bureau, sub-grantees, other applicable resources and input from citizens and key stakeholders to complete the required Con Plan components per the HUD regulations.

A consultant will be selected to prepare and assist with the submittal in the format/form as may be required by HUD. All of the following strategic planning documents required to receive a direct allocation of CDBG, ESG and HOME funds and any funding required to be detailed in the Con Plan resulting from responses to the pandemic (CDBG-CV, HOME ARP) if so required:

- 5 Year Consolidated Plan, and an 1st Year Annual Action Plan.
- Update of the Citizen Participation Plan as needed.

Consolidated Plan, Action Plan and Citizen Participation Plan

The scope of work to be performed by the consultant for each plan is as follows:

- Develop 5-Year plan for the program year beginning 2023-2027 and the required Annual Action Plan for the 2023-2024 program year in accordance with HUD requirements.
- Prepare a Consolidated Plan in accordance with Chapter 24 of the Code of Federal Regulations (CFR) Part 91, and which addresses 25 CFR Part 570 and other applicable

federal regulations and current requirements.

- Perform relevant consultations and data collection to complete the required HUD tables and the analysis of housing and non-housing needs.
- Prepare an Executive Summary for the Consolidated Plan and Action Plan.
- Preparation of a multi-lingual (English, Spanish, Chinese and Tagalog) Community questionnaire that would be posted on the County's website and with paper copies distributed at key community locations such as libraries.
- Assist County staff to assess the existing community need as necessary to develop new strategies, goals, and priorities.
- Assist County staff with development of new strategies, objectives, priorities, and programs for inclusion in the Consolidation Plan and Action Plan.
- Develop and incorporate a performance measure component as required by HUD regulations.
- Prepare draft multi-lingual (English, Spanish, Chinese and Tagalog) public hearing notices and other public notices as may be applicable.
- Conduct and synthesize the results of consultations with private agencies, public agencies and community groups as required.
- Assist County staff with the review of the current Citizen Participation Plan to determine whether any changes are needed in order to meet HUD's current requirements.
- Provide a resource binder – and a shared drive with electronic copies of the documents - to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and other supporting documentations used to develop the Consolidated Plan, Annual Action Plan, Citizen Participation Plan, and Policies and Procedures.

The Consultant selected will be required to work with the HUD format as noted herein, but also be able to provide a less technical format or approach when engaging in the citizen participation process. See 24 CFR 570.200 and 24 CFR Part 91.

The required Con Plan must follow any and all amendments and updates, such as utilizing the HUD's Office of Community Planning and Development (CPD) eCon Planning Suite, including the Consolidated Plan template in IDIS Online and the CPD Maps website. The eCon Planning Suite is designed to support grantees and the public to assess their needs and make strategic investment decisions by providing better data and tools and by creating a seamless planning and grants management framework. Overview information is available at <https://www.hudexchange.info/programs/consolidated-plan/>

The Con Plan includes seven sections: The Con Plan includes, but is not limited to:

- 1.1. Consultation
- 1.2. Updated Citizen Participation Plan and Process
- 1.3. General: A complete Consolidated Plan consists of information required in 24 CFR 91.200 through 24 CFR 91.230
- 1.4. Housing and Homeless Needs Assessment 24 CFR 91.205
- 1.5. Housing Market Analysis; 24 CFR 91.210
 - 1.5.1. Socioeconomic Trends
 - 1.5.2. Housing Trends
 - 1.5.3. Supply
 - 1.5.4. Condition of Housing
 - 1.5.5. Cost of Housing
 - 1.5.6. Lead-Based Paint Needs
 - 1.5.7. Any other topic relevant to housing market analysis
- 1.6. Five-Year Strategic Plan 24 CFR 91.215
 - 1.6.1. Strategies and priority needs and objectives;
 - 1.6.1.1. Area-targeted Implementation Plan (if applicable)
 - 1.6.2. Community Development Needs Assessment
 - 1.6.3. Neighborhood Revitalization
 - 1.6.4. Job Training & Creation
 - 1.6.5. Public Service, Health, Youth Needs, Senior, Homelessness
 - 1.6.6. ADA Accessibility
 - 1.6.7. Affordable Housing
 - 1.6.8. Public Housing
 - 1.6.9. Homelessness, including needs, facilities, and services
 - 1.6.10. Non-Housing Community Development Plan
 - 1.6.11. Lead Pain Hazard Reduction Strategy
 - 1.6.12. Anti-poverty strategy
 - 1.6.13. Institutional structure
 - 1.6.14. Coordination
 - 1.6.15. Broadband and Resiliency Requirements are now required for all consolidated plans submitted on or after January 1, 2018.
 - 1.6.15.1. Annual Action Plans are not impacted.
 - 1.6.15.2. As per HUD Grantees (County of San Mateo), submitting new Consolidated Plan must consult and encourage participation in the development of the Consolidated Plan with four additional stakeholder categories.
 - 1.6.15.3. For broadband: public and private organizations, including broadband internet service providers, and organizations engaged in narrowing the digital divide.
 - 1.6.15.4. For resilience: agencies whose primary responsibilities include the management of flood prone areas, public land, or water resources, and emergency management agencies.
 - 1.6.15.5. The County must also include a description of broadband needs and vulnerability to natural hazard risks in its housing market analysis.

- 1.7. Action Plan: 24 CFR 91.220
 - 1.7.1. The Action Plan serves as the planning document for addressing overall community development and housing needs, utilizing the entitlement of CDBG and HOME funding available to the County for the 2023/2024 year. Projects selected to receive this funding will be included in the Annual Action Plan.
- 1.8. Certifications; and
- 1.9. Monitoring
 - 1.9.1. Public and Assisted Housing Needs, Special Population Needs.

2. Consultant Presentations/Facilitated Sessions: Citizens Participation Plan and Public Participation Component for Development of the CPD are required. (Meetings can be held virtually.)

- 2.1. Consultant shall review and update the County's list of identified potential groups to consult with including, but not limited to community leader, representatives and advocates from a cross-section of the community including community-based organizations, service providers for the homeless and disabled, public housing residents, businesses, economic development interests, County, and other governmental departments and other entities as required by HUD Con Plan 24 CFR 91.
- 2.2. Forums: Consultant shall facilitate at least two (2) forums in the endeavor of gathering information (i.e., soliciting input on housing and community development needs) and providing feedback on the draft Con Plan, which meet HUD's requirements.
- 2.3. Survey(s): The Consultant will create and distribute a survey in English, Spanish, Chinese and Tagalog to identify and prioritize the community's housing and non-housing needs for the next five (5) years.
 - 2.3.1. The survey will include dissemination to public housing sites, non-profit agencies, housing and service providers, local businesses, lenders, realtors, school district, health industry, homeless advocates and other agencies as required by HUD regulations.
 - 2.3.2. The survey will include the residents attending the community forum meetings.
 - 2.3.3. Additional notation- The County will post the survey(s) on the County's website in addition to the methods used by the consultant. Methods shall be addressed in the proposal submission.
 - 2.3.4. The consultant will also be responsible for the following tasks involved – assessing and analyzing the survey results and including them in the Consolidated Plan sections as required, including tables or matrices:
 - 2.3.4.1. The consultant shall include narratives in the Consolidated Plan's need assessment sections describing the survey results.
- 2.4. Presentations/Facilitated Sessions: Presentations are required at community and public meetings and moderation of discussions: This will include:
 - 2.4.1. Minimum of two (2) evening and one (1) day neighborhood community meetings.
 - 2.4.2. Minimum of two (2) Council meetings (identifying needs; and draft/final

approval of the Con Plan).

2.4.3. Minimum of five (5) interviews with community stakeholders to be determined with the County staff and Consultant, but at a minimum should include representatives from County departments utilizing CDBG funds.

2.5. The Consultant will be responsible for preparing agendas, handouts, surveys, and other presentation materials as appropriate as well as maintain notes and results of each public meeting.

3. Additional Responsibilities:

3.1. The Consultant will collaborate with the County's Housing and Community Development Division to complete a HUD approved Consolidated Plan and FY2023-24 Annual Action Plan.

4. **Project Milestones:** a timeline for project milestones including proposed community meetings, surveys, and stakeholder interviews is required- continuing through to HUD approval of the Plans.

5. **Draft & Final Product:** Consultant will produce thorough and complete documents that consolidate all elements in a format and organizational structure that meets all federal regulations, guidelines and notifications for submittal to HUD. Including:

5.1. Developing and preparing the Con Plan and FY2023-24 Annual Action Plan in draft form as well as final form for the County to submit electronically to HUD in the eCon Planning Suite after County review and authorization; and

5.2. Preparing maps, tables, charts, illustrations, and photographs to include in the Con Plan and FY2023-24 Annual Action Plan, as needed.

5.3. The draft and final Con Plan and FY2023-24 Annual Action Plan must also be in a PDF document that is easily readable by the public as it is understood by the eCon Planning Suite version, while meeting HUD submission requirements, is not the best document to display or print for public review.

5.4. Submitting the final form Con Plan and FY2023-24 Annual Action Plan to the County for submission to HUD.

5.5. Consultant shall provide all documentation of information gathered for the Con Plan and FY2023-24 Annual Action Plan, including word version, excel, table, etc., and the methodology used, a list of individuals and groups participating in the development of the Con Plan and FY2023-24 Annual Action Plan, and a record of outreach consultation/input activities conducted, and comments received.

5.6. Consultant shall provide one (1) loose and one (1) bound hard copy of the final Con Plan report and FY2023-24 Annual Action Plan and one (1) digital copy.

5.7. Consultant shall also assist in making any revisions required by HUD after submission of the Con Plan and FY2023-24 Annual Action Plan; and

5.8. Troubleshooting with County staff, and if applicable, with HUD relative to using IDIS/eCon Planning Suite software.

6. **Estimated Length of Agreement:** The anticipated duration of the agreement will be for

approximately nine (9) months, with the term to begin tentatively September 13, 2022 and end June 2023, however these dates are subject to change.

PROPOSAL CONTENT:

The following information should be provided in the Proposal:

Summarize your approach and understanding of the project and any special considerations of which the County should be aware. Indicate clearly, the levels of participation you will expect from County staff in the fulfillment of the contract. The contents of this section shall be determined by the proposer but should demonstrate an understanding of the special characteristics of the project.

The County reserves the right to entertain proposals that propose modifications to any term or requirement of the RFP or the template agreement if the County determines that the proposal on balance offers the best value to the County, notwithstanding such modifications to the terms or requirements of the RFP or the template agreement. If there is any specific term or requirement of the RFP or the template agreement that is attached to this RFP that you cannot agree to as a condition of your proposal, you **must** identify in writing and in detail the specific term or requirement you cannot agree to and any requested alternative language or modification to the same that you request. The failure to identify any term that you cannot agree to as part of your proposal shall constitute your acceptance of all terms of the RFP and the template agreement as presented by the County and the County shall be under no obligation to negotiate modifications to the same after the deadline for submitting proposals.

This section shall outline the proposed approach to the project. This approach or scope of work shall be in Tabs, consisting of:

- **Tab 1: COVER/SUMMARY**
 - Cover Letter/Executive Summary – include highlights of the proposal, signed by an individual(s) with the authority to enter into any contract, which results from this RFP; Include a Table of Contents- all pages are to be numbered.

- **Tab 2: EXPERIENCE & QUALIFICATIONS OF FIRM:**
 - Company name, address, main telephone, fax numbers, company’s history and mission statement; the history of the organization includes: any former name(s) of Offeror, number of years of operation and number of years Offeror has been involved in producing Con Plan research documents and or comparable documents.
 - The Proposer must include a description of any MBE, WBE, DBE or other certifications Offerors may have, including Section 3 Business.

- **Tab 3: EXPERIENCE & QUALIFICATIONS OF PERSONNEL:**
 - Include the name, title, address, telephone number, and resume of the Offeror’s project manager and team members. It must include a commitment

concerning the availability of the project manager and identified team members. Credentials are subject to verification.

- **Tab 4: WORK PLAN & SCHEDULE:**
 - Present high-level workstreams as well as detailed action steps (task(s)), including approach and services to be provided consistent with the Scope of Work provided in the RFP.
 - Proposed time schedule for the Consolidated Plan and review of the County's existing Plans, including target dates for public participation (Includes Forum, survey, meeting schedules).

- **Tab 5:** Exceptions to the requirements of the RFP should be clearly delineated in this section.

- **Tab 6:** In addition, you are invited to include a maximum of two (2) pages of information not included, nor requested in this RFP, if you feel it may be useful and applicable to this project.

- **Tab 7:** Required forms referenced, Attachments referenced within the RFP, including any Addenda (if any).

- **Tab 9:** Detailed Cost of Services

The information in this section will aid the County in the refinement of the scope of work during contract negotiations.

STAFF QUALIFICATIONS AND RELATED EXPERIENCE

The County is especially interested in your firm's familiarity and prior/current experience (recent) with housing issues, CDBG, ESG & HOME Rules and Regulations as it relates to Con Plan development and its processes. Qualifications and Preferences included but is not limited to analyzing Needs Assessment, Market Survey's, preparing maps and tables; ability to develop Con Plans, availability and commitment to attend all required meetings and meet all deadlines, proficiency in using a computer with Microsoft Word, Excel, Adobe Acrobat/Reader, Internet browser, email, and other database software; creating and collecting data on surveys.

Proposer (Offeror) Qualifications and Experience, including Staff

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing:

- Number of years in the business of providing consultant services related to Con Plans completed and ultimately approved by HUD within the last four (4) years.

- Resumes/experience summaries describing their education, credentials, related experience,

- Staff's proposed roles for this contract.

If your firm intends to subcontract any of the services required under this RFP it should be discussed in this section. Detailed information for each subcontractor must be provided. Consultant must also provide proof that subcontractor(s) is licensed, insured, etc. Note: No work may be subcontracted, nor assigned, without prior written approval of the County.

Related Experience and References

Include descriptive information concerning the experience of the firm. Include information about previous projects (preferably Con Plan) or projects that might be comparable, including the size and type of projects and the scope of services provided. Provide the following information:

- References for at least three (3) most comparable projects for which your firm has provided, or currently is providing, similar services.
- List the projects in reverse chronological order and provide the following information for each project: Indicate for each of these projects:
 - ✓ Name of the agency/company name, address.
 - ✓ Name of contact person and telephone number (contact person, who, at the time of RFP submittal, will be employed by the owner).
 - ✓ Type or name of project/plan.
 - ✓ Brief description.
 - ✓ Your firm's specific involvement (i.e., consultant, sub-consultant, etc.).
- Status of completion.

PROPOSED FEE STRUCTURE AND SCHEDULE.

Provide proposed fees, cost information, and recommend a budget plan for all services to be provided in the following format:

- Proposers should review the requirements of this RFP and address all services in this fee schedule that might reasonably be expected to support the project. Indicate how the County will be invoiced for services, i.e., by task completed. This information should be detailed and broken down by type of service and units of work or other applicable measure. Proposers should endeavor to provide a comprehensive, fee schedule, as the County will not include compensation in the contract for items not addressed.
- Include a total cost to provide services, based on the consultant's fee schedule and the scope of work as outlined in this RFP. This cost will be used as a basis for negotiations.
- The fee proposal submitted, along with the proposed project approach, will be used as a basis for any contract negotiations. The actual scope of services and fees included in the

contract may be negotiated and may vary to satisfy the County's actual needs.

CONFLICT OF INTEREST

- Disclose any financial, business or other relationship with the County or any member of the County staff that may have an impact on the outcome of the project.
- List current clients who may have a financial interest in the outcome of the project.
- Time is of the essence, and the consultant must be able to adhere to a timeline that will meet the County's deadline to submit the required documents to HUD in mid-May 2023—but no less than 45 days prior to start of County's Fiscal Year, July 1, 2023. The Consultant will be required to identify the exact submittal date, submit a progress/milestone deadlines— per the Project's Scope of Work—and coordinate its submittal to HUD with County Staff.

TENTATIVE SCHEDULE:

- RFP Issued: Thursday, July 28, 2022
- Proposal Due Date: Monday, August 22, 2022
- Interviews: Week of August 29 – Sept. 2, 2022
- Award of Contract: Monday, September 12, 2022
- Project Start Date: Tuesday, September 13, 2022
- Completion of All Work Product: Friday April 28, 2023
- Project Completion: Submittal of Documents to HUD no later than May 15, 2023 (mandatory)

DOCUMENT SUBMITTALS:

1. To be considered, please submit electronic/digital copy of the proposal as a PDF.
2. All proposals must be received housing@smchousing.org, no later than:

Monday, August 22, 2022
*****no later than 4:00p.m.*****

Proposals received after the due date/time will not be considered.

3. Questions/clarification of this bid document should be addressed in writing to the Douglas Frederick (650) 561-5069, or email to dwffrederick@smchousing.org. Questions may be asked at any time prior to, but no later than Monday, August 15, 2022.

EVALUATION CRITERIA

The County will consider all proposals and award a contract to the Consultant that provides the best overall value for the County. In determining which proposal offers the best

value to the County, the County may consider all of the following factors, no one of which shall more weight than the other:

1. Experience with fully preparing and submitting successful Consolidated Plans and other required documents.
2. Relevant qualifications of personnel.
3. Information obtained via reference checks and from other sources regarding a firm's experience and reputation.
4. Familiarity with applicable local, state, and federal laws.
5. Knowledge of or ability to acquire knowledge of local issues and interested parties in San Francisco Bay Area.
6. Approach to public outreach.
7. Approach to overall preparation of the required documents as required by HUD.
8. Proposed schedule/timeline and ability to meet County and HUD deadlines (mandatory).
9. Overall responsiveness to this RFP and ability to satisfy HUD's submittal deadlines and requirements and the baseline requirements of the RFP and the template agreement.
10. Cost of the services.

A materially incomplete or non-responsive proposal will be rejected.

Please note that the ability of the Consultant team to satisfactorily complete the overall project within the anticipated completion schedule will be considered in the selection process. Cost, while not determinative, may be considered in the selection process.

SELECTION PROCEDURE:

A proposal evaluation committee comprised of County staff will review each proposal. The most qualified Consultant Firm/s may be invited to participate in an interview with County staff, between the dates of August 29 – September 2, 2022, to review qualifications and expectations prior to selection. Final selection is anticipated to be made prior to or on September 12, 2022.

COUNTY PROCESS:

1. General Conditions: The County reserves the right to cancel or reject all, or a portion or portions, of the request for proposals without notice. Further, the County makes no representations that any agreement will be awarded to any organization submitting a proposal. The County reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto.

The County also reserves the right to reject any sub-consultant or individual working on a Consultant team and to replace the sub-consultant or individual with a mutually acceptable replacement. Any changes to the proposal requirements will be made by written addendum.

2. Liability of Costs and Responsibility: The County shall not be liable for any costs incurred in response to this request for proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the County harmless from any and all liability, claim, or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the County of San Mateo.

The selected Consultant shall be required to assume responsibility for all services offered in the proposal whether or not they process them within their organization. The selected Consultant will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

3. Validity: The Consultant agree to be bound by its proposal commencing September 13, 2022, during which time the County may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified.
4. Standard Agreement: It will be assumed that the selected Consultant is willing and able to enter into a Professional Services Agreement, which will not be executed by the County without the agreement first being signed by the Consultant. The Consultant will be responsible for adhering to, and complying with, requirements of the RFP.
5. Permits and Licenses: Consultant, and all of Consultant's sub-consultants, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates, and licenses, including but not limited to, a County Business License and Liability Insurance (as will be further specified in the Professional Services Agreement), which will be required in connection with the performance of services hereunder.
6. Oral and Written Explanations: The County will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral

explanations given during the review process and after award become binding when confirmed in writing by an authorized County official.

NOTES:

1. A PDF copy of this RFP can be found on the County of San Mateo website at <https://www.smcgov.org/housing/nofas-bids-proposals>
2. The County of San Mateo Current 5-Year Consolidated Plan can be found on the County of San Mateo website at: <https://www.smcgov.org/housing/policy-data>.
3. Other relevant information or documents may also be available upon request by calling Douglas Frederick, Housing Program Manager, at (650) 561-5069.

SAMPLE STANDARD CONTRACT

Agreement No. _____

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

******REMOVE ALL INSTRUCTIONAL NOTES IN RED BEFORE SENDING CONTRACT TO SERVICE PROVIDER*

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 _____, 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 .

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

- 1.
- 2. **Exhibits and Attachments**

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment H—HIPAA Business Associate Requirements *(Complete HIPAA checklist if unsure about Business Associate or Non Business Associate; delete this if not needed; contact County Counsel with questions)*
- Attachment I—§ 504 Compliance *(Delete this if not needed)*
- Attachment IP – Intellectual Property *(Complete IP Questionnaire if unsure/delete this if not needed)*

- 3. **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.

- 4. **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 (\$). 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.

- 5. **Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from _____, 20____, through _____, 20____.

- 6. **Termination**

This Agreement may be terminated by Contractor or by the 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.

7. **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.

8. **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.

9. **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.

b. **Intellectual Property Indemnification** *(You may delete entire IP Indemnification section if not relevant – County Counsel review is not required if section is deleted)*

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as “IP Rights”) except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party’s IP Rights provided any such right is enforceable in the United States. Contractor’s duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor’s expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County’s prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County’s prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor’s opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County’s reasonable use of the services under this Agreement to be seriously endangered or disrupted,

Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement. 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.

10. **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.

11. **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

You may delete (b) or (c) text if those insurance types are not relevant to your contract – County Counsel review is not required if one or both of those lines are deleted. However, if you are unsure about insurance requirements for your contract – call Risk Management before your contract is executed)

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.

12. **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.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County. *(This paragraph may be deleted without County Counsel Review if not relevant to this agreement)*

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

13. **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. *(If LWO is not applicable to this contract, you may delete this section without County Counsel review. Contact your assigned County Counsel if you are unsure if LWO is applicable).*

14. Compliance with County Employee Jury Service Ordinance

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

15. 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.

16. **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.

17. **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.

18. **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:

Address:

Telephone:

Facsimile:

Email:

In the case of Contractor, to:

Name/Title:

Address:

Telephone:

Facsimile:

Email:

19. **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.

20. **Payment of Permits/Licenses** *(If the contractor is not required to obtain a license, permit or approval from any other entity in order to perform the work/services under this agreement then you may delete this section without County Counsel review)*

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.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

Contractor Signature Date Contractor Name (please print)

For County:

Purchasing Agent Signature
(Department Head or **Authorized** Designee)
County of San Mateo

Date

Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

Exhibit A

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

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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:

