



# REQUEST FOR PROPOSALS No. 2023-02

For Financial Advisor Services

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The County of San Mateo is seeking proposals for Financial Advisor Services.

The contracts awarded from this solicitation will be utilized by Aging and Adult Services for their Financial Advisor Services needs.

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<b>RFP Released</b>	Sep. 27, 2023
<b>Pre-proposal meeting date and time</b>	Oct. 13, 1pm-2pm
<b>Pre-proposal meeting location</b>	Virtual (TBD)
<b>Deadline for Questions, Comments and Exceptions</b>	Oct. 20, 2023
<b>Proposal Due Date and Time</b>	Oct. 23, 2023
<b>Contract Date</b>	January 1, 2024-December 31, 2026 ( 3 years)
<b>Contract amount</b>	Approximately \$50k-\$100k per year for up to three contract years, dependent on contract performance.

**Additional Documents:**

Appendix A – Minimum Qualifications Checklist

Appendix B – Attachment 1 – Description of Services

Appendix C- Standard contract template

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## ***SECTION I - INSTRUCTIONS FOR PROPOSERS***

### **1.1 INTRODUCTION**

The County of San Mateo (the “County” or SMC) covers most of the San Francisco Peninsula. The region covers 744 square miles 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.

**Aging and Adult Services (AAS):** San Mateo County AAS is a division of San Mateo County Health . The Division provides a wide range of services to assist seniors, people with disabilities and dependent adults to live as safely and independently as possible in the community, as well as services associated with administering the estates of deceased persons for whom there is no one able or willing to serve as administrator. With regard to services to seniors, AAS’s overall goal is to develop an integrated long-term supportive services system for older adults and adults with disabilities that is person-centered and responsive to the individual needs of older adults and adults with disabilities, focused on coordinated home and community-based services to maintain individuals in community settings and flexible in its use of resources while reducing administrative duplication, complexity and fragmentation. The Division provides direct services which include centralized intake and referral; assessment and consultation; protective and supportive services and case management.

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

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

The intent of this RFP is to solicit proposals from service providers for financial advisor services for clients of the Public Guardian/Conservatorship Program and the estates of the Public Administrator Program.

The funding source for this contract is from the clients’ estate.

## 1.2 PRE-SUBMITTAL ACTIVITIES

### A. 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>

- (1) 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 at:  
[http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info\\_register.html](http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html)

### B. Questions, Comments, Exceptions

Submit questions, comments, and exceptions, including notifications of apparent errors, to the Public Purchase site by the Deadline for Questions, Comments and Exceptions. Questions and comments received after the deadline may not be acknowledged.

- (1) Request for changes

If requesting changes to a part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State the reason for each request and provide alternative suggested language. Failure to submit requests by the deadline will be deemed a waiver of any exception. The County's consideration of a suggestion does not imply acceptance. If sufficient proposals are received with no requested changes, the County may reject those requesting changes.

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

- (a) Unless otherwise stated in the solicitation, references to items or processes by trade names, models or catalog numbers are to be regarded as establishing a standard of quality and not construed as limiting competition.
- (b) If requesting a substitution for a required item, submit requests by the Deadline for Questions, Comments, and Exceptions. Furnish all necessary information required for the County, in its sole judgement, to make a determination as to the comparative quality and suitability of any suggested alternatives. The County's decision will be final. If alternatives are accepted, the County will issue an addendum to the solicitation.

### C. Revisions to the Solicitation

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

### D. Contact with County Employees

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

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

#### **E. Pre-proposal conference**

A pre-proposal conference is scheduled virtually, answers to questions raised prior to and at the events will be posted on Public Purchase.

#### **F. Proposal Format**

Number all pages of the proposal. Label and order each section as follows:

1. Cover letter - no longer than one page, signed by an individual authorized to execute legal documents for the proposer, identifying the materials submitted.
2. Authorized contacts - identify the name and title the person to contact regarding the proposal, as well as all other individuals authorized to represent the organization in contract negotiations.
3. Table of Contents, listing all major topics and their respective page numbers.
4. Technical Proposal.
5. Supplementary Documents, as requested.
6. Fee Proposal.

Documents should be created in the following format:

- Text be unjustified (i.e., with a ragged-right margin).
- Pages have margins of at least 1” on all sides (excluding headers and footers).
- Font size 11.
- If the proposal is lengthy please include a Table of Contents.
- PDF format is preferred.

#### **G. Technical Proposal Contents**

See Section II: Qualifications, Submissions and Evaluation.

#### **H. Supplementary Documents**

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

1. Minimum Qualifications, using County forms if provided.
2. Organizational Capacity and Experience, describing work of a similar nature undertaken for a similar entity.
3. Attachments, certifications, and forms executed as applicable.

#### **I. Price Proposal ( For this proposal, please submit fee proposal only)**

1. Place all cost and pricing data in a separate sealed envelope clearly marked “PRICE PROPOSAL”.
2. If forms and templates are provided for the Price Proposal, use them without modification. Failure to use the forms or templates provided, or modification of them, may result in rejection of the entire proposal.
3. Alternative Price Proposals may be submitted, but only in addition to, not in lieu of, the requested Price Proposal. If submitting an alternative Price Proposal, clearly

identify it as an alternative.

4. Include prices for the base period of service and if applicable, for each additional year including option years.

### **1.3 PROPOSAL SUBMISSION**

Submit proposals as directed below.

(1) Electronic Submissions

Include the proposer 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.

(2) 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.

- (3) Hand-written responses, whether or not submitted electronically, will be rejected, with the exception that signatures may be hand-written.

#### Errors in Proposals

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are incomplete, are 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.

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

### **1.4 PROPOSER CERTIFICATIONS**

By submitting a proposal, each proposer certifies under penalty of perjury that:

- Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process; and
- Proposer is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- Neither proposer, its employees, nor any affiliated firm providing the requested goods and services has prepared plans, specifications, terms or requirements for this solicitation, or has any other actual or potential conflict of interest; and
- Proposer is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, and

is unaware of any financial or economic interest of any County officer or employee relating to this solicitation.

## **1.5 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 solicitation 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.

### **Revision or Withdrawal 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 on or before the proposal due date.

A proposer may withdraw a proposal at any time before the deadline for submission of proposals. 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.

## **1.6 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.

## **1.7 ESTIMATED QUANTITIES**

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

## **1.8 PROPOSER SELECTION**

At any time in the evaluation process, the County may request clarifications from proposers.

### **Determination of Responsiveness**

A responsive proposal conforms to the instructions set forth in this solicitation and any modifications to it. Non-responsive proposals will be rejected. The County, in its sole discretion, may waive non-consequential deviations if the deviations cannot have provided an advantage over other proposers.

### **Proposal Evaluation**

The County will establish an evaluation committee which will evaluate responsive proposals based on the criteria specified in the solicitation. The committee may then recommend one or more top-ranked proposers for final negotiation of contract terms, or may invite one or more proposers for oral presentations and demonstrations, following which those proposers may be allowed to amend

their proposals. After evaluating presentations and amended proposals, the committee may recommend one or more top-ranked proposers for final negotiation of contract terms.

#### Determination of Responsibility

The County will make a determination of the responsibility of any proposer under consideration for award, taking into consideration matters such as the proposer's integrity, compliance with public policy and laws, past performance, fiscal responsibility, trustworthiness, financial and technical resources, capacity, and experience to satisfactorily carry out its responsibilities. The County will notify any proposer found non-responsible and allow the finding to be contested.

### **1.9 CONTRACT AWARD**

#### 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.

#### 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.

#### 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.

### **1.10 PROTESTS**

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

#### 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.

#### Protest Eligibility, Format, and Address

- (1) Protests or objections may be filed regarding the procurement process, the content of the solicitation or any addenda, or contract award. 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 (10) calendar days after the RFP is issued, provide written notice to the department, via Public Purchase, setting forth with specific grounds for the objection.



- (2) The County will only review protests submitted by an interested party, defined as an actual or prospective proposer whose direct economic interest could be affected by the County's conduct of the solicitation. Subcontractors do not qualify as interested parties.
- (3) 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.
- (4) Submit protests to the Nina Rhee, Director of Aging and Adult Services by e-mail to nrhee@smcgov.org.

#### Protest Deadlines

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

- (1) If relating to the content of the solicitation or to an addendum, file within five Business Days after the date the County releases the solicitation or addendum.
- (2) If relating to any notice of non-responsiveness or non-responsibility, file within five Business Days after the County issues such notice.
- (3) If relating to intent to award, file within five Business Days after the County issues notice of Intent to Award. No protests will be accepted once actual award has been made.

#### Protest Contents

- (a) The letter of protest must include all of the following elements: Detailed grounds for the protest, fully supported with technical data, test results, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and
- (b) The law, rule, regulation, ordinance, provision or policy upon which the protest is based, with an explanation of the violation.
- (c) The protest must be signed by an individual authorized to represent the proposer.

Protests that simply disagree with decisions of the Evaluation Committee will be rejected.

#### Reply to Protest

The County will send a written response to the protestor and to any other party named in the protest.

#### No Stay of Procurement Action during Protest

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

## 1.11 PUBLIC RECORDS

### General

- (1) All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review.

- (2) Any contract arising from this RFP will be a public record.
- (3) County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer.
- (4) Submission of any materials in response to this RFP constitutes:
  - (a) Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
  - (b) Waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and
  - (c) Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
  - (d) Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

#### Confidential Information

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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 7920.000, et seq.

#### **1.12 TERM OF PROPOSAL**

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

#### **1.13 FINANCIAL RESPONSIBILITY**

The County shall have no financial responsibility for any costs incurred by a firm in responding to this RFP.

#### **1.14 RESERVATION 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 an RFP;
- 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.

#### **1.15 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.

#### **1.16 COOPERATIVE AGREEMENT (PIGGYBACK)**

This competitive solicitation is being conducted as a Cooperative Procurement. The services, terms and conditions of any agreement resulting from this solicitation may be used by other organizations as a Cooperative Agreement.

This provision in no way commits any affiliate to procure services from any awarded contractor, nor does it guarantee any additional orders will result. At their discretion, and subject to their own procurement policies, interested organizations may make use of this competitive procurement and contract directly from the awarded contractor.

## **SECTION II - QUALIFICATIONS, SUBMISSION AND EVALUATION CRITERIA**

### **2.1 MINIMUM QUALIFICATIONS**

Proposals will be accepted only from organizations that meet the following required qualifications at the time of proposal submission:

- 2.1.1 Proposer is legally authorized to do business in the State of California with required licenses .
- 2.1.2 Proposer is registered and in good standing with <https://sam.gov/SAM/>.
- 2.1.3 Proposer has at least two years of experience in providing requested services.

### **2.2 SUBMISSION**

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

**Technical Proposal** shall not exceed **11 pages**, not including attachments/exhibits as required by the RFP response.

The technical proposal is comprised of:

#### **A. Introduction and Executive Summary (up to 1 page)**

Submit a letter of introduction. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

The letter must contain:

- Name, title and contact information (email, phone, and address) for representative of proposer that is responsible for communication related to this RFP.
- Name, title, contact information, and signature of person authorized to obligate firm to perform the commitment contained in the proposal.

#### **B. Statement of Minimum Qualifications (up to 1 page)**

Submit a signed copy of Appendix A: Minimum Qualifications

#### **C. Firm and Staff Qualifications and Experience (up to 2 pages)**

- (1) Provide details about the organization, firm, joint ventures and subcontractors, who will deliver services under this contract. Provide a chart identifying the project team, reporting structure, lead project manager and role each person will play in the project.
- (2) Name, title and experience of the project manager(s)
- (3) Name, title and experience of the project staff(s)
- (4) Provide details about any physical locations within San Mateo County and the services available at each location.
- (5) Written assurance that the key individuals listed and identified will be performing the work and will not be substituted or reassigned without the County's prior approval.

**D. Program Services (up to 4 pages)**

- (1) Detail how you will provide Financial Advisor Services, including:
  - How accounts will be set up.
  - How withdrawal process works.
  - How transfer of account works.
  - How reports are generated
  - How to close an account
- (2) Describe how your firm can provide the best possible rate of return for AAS clients.
- (3) Describe any other assets, expertise, experience, data, or technology that provides your organization with a competitive edge or advantage.
- (4) Describe how you plan to achieve the desired outcome for the performance measures indicated under Section IV. Scope of Work and Special Provisions.

**E. Additional Firm Qualifications (Up to 3 pages)**

A description of not more than three (3) projects similar in size and scope conducted by the proposer, including the client, reference and telephone numbers, primary staff members involved, budget, schedule, and project summary. Descriptions should be limited to one (1) page for each project.

**Fee Proposal is comprised of:**

**A. Fee Proposal**

Complete the following fee proposal template for the scoring of the Fee Proposal. **Pricing shall be set for three (3) years.**

## Fee Proposal

Note: The historical rate the contractor has been paid directly from testate funds is 1% of the value of the individual estate assets under management.

Annual Advisory/Management Fee Charged on Account Balance Up to \$250,000 (percentage)	
Annual Advisory/Management Fee Charged on Account Balance on the next \$250,000 (percentage)	
Annual Advisory/Management Fee Charged on Account Balance on the next \$500,000 (percentage)	
Annual Advisory/Management Fee Charged on Account Balance Thereafter (percentage)	
Transaction/Ticket Charge to Buy/Sell Mutual Funds (\$)	
Transaction/Ticket Charge to Buy/Sell Stocks (\$)	
Minimum Account Size	
Below Minimum Fee	
Custodial and Record Keeping Annual Fee	
Internal Transfer Fee	
External Transfer Fee	
Non-Qualified Account Termination Fee	
IRA Annual Fee	
IRA Termination Fee	
Requested Check Fee	
Postage and Handling Service Fee	
Research of Records Fee	
Frequent Trading Charge (define frequency schedule)	
Any Fee for Requesting Special Reports?	
Additional Fees (define)	

## 2.3 EVALUATION CRITERIA

Proposals will be evaluated in accordance with the following evaluation criteria out of a score of 100:

### 2.1.1 Proposed services (40 points)

- Ability to provide Financial Advisor Services.
- Ability to meet AAS performance measures as indicated under Section IV, Scope of Work.
- Ability to generate best possible returns.
- Assets, expertise, experience, data, or technology that provides your organization with a competitive advantage.

### 2.1.2 Firm and Staff Qualifications (25 points)

- Quality of recently completed projects.
- Qualifications and experience of both the proposer and key personnel.
- Workload, staff availability and accessibility.
- Organizational resources and staff, apparent ability to respond to requests.

### 2.1.3 Fee Proposal (35 Points)

The table below explains the method by which the fee proposal is scored. Each line item of the fee proposal will be totaled. The results will be compared to the other proposers and this determines the lowest cost proposal. The calculation as detailed below will then be applied. The results for each firm will be tallied and finalized. The fee proposal score will then be combined with the other scores for the final result.

The lowest cost proposal for each category will receive the maximum number of points assigned to the fee proposal evaluation criteria. All other proposals will be assigned points by dividing the amount of the lowest total fee proposed by the amount of their respective total fee proposed and then multiplying the resulting number of the maximum number of points available to receive the proposers score.

For example, if a total of 35 points are assigned to evaluate the fee proposal, Firm A offers the lowest fee proposal of \$1000 receives all 35 points. Firm B is the next lowest proposal that offers \$1200 receives a score of 29.05 points (\$1000 divided by \$1200 multiplied by 35 points). Firm C has the highest proposal that offers \$1500 and receives a score of 23.10 (\$1000 divided by \$1500 multiplied by 35 points).

<b>Firm</b>	<b>Firm A</b>	<b>Firm B</b>	<b>Firm C</b>
<b>Total Cost</b>	\$1000	\$1200	\$1500
<b>Calculation</b>	-	$\frac{1000}{1200}$	$\frac{1000}{1500}$
<b>Points Achieved %</b>	1.0	0.83	0.66
<b>Points (Max 25)</b>	35	29.05	23.10

**SECTION III - INSURANCE**

Provide evidence of insurance for each of the checked categories

<input checked="" type="checkbox"/>	<b>General Liability</b> (Including operations, products and completed operations, as applicable.)	<b>\$1,000,000</b> - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.
<input checked="" type="checkbox"/>	<b>Automobile Liability</b>	<b>\$1,000,000</b> - per accident for bodily injury and property damage.
<input checked="" type="checkbox"/>	<b>Workers' Compensation</b>	<b>As required by the State of California</b>
<input type="checkbox"/>	<b>Employers' Liability</b>	<b>\$1,000,000</b> - each accident, <b>\$1,000,000</b> policy limit bodily injury by disease, <b>\$1,000,000</b> each employee bodily injury by disease.
<input checked="" type="checkbox"/>	<b>Professional Liability</b> (Errors and Omissions)	<b>\$1,000,000</b> - per occurrence.
<input type="checkbox"/>	<b>Cyber Liability</b>	<b>\$5,000,000</b> per occurrence for Privacy and Network Security, <b>\$1,000,000</b> per occurrence for Technology Errors and Omissions  To be carried at all times during the term of the Contract and for three years thereafter.
<input type="checkbox"/>	<b>Pollution Liability</b>	\$ - Per Occurrence
<input type="checkbox"/>	<b>Pollution Liability</b> (Aggregate)	\$



## ***SECTION IV - SCOPE OF WORK AND SPECIAL PROVISIONS***

### **SUMMARY**

The County of San Mateo is soliciting proposals from firms interested in providing Financial Advisor Services for AAS clients. The Financial Advisor Services to be provided are listed on but not limited to the Attachment 1 Description of Services. These services are for the Public Guardian/Conservatorship Program and the Public Administrator Program.

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

**Description of funding:** Payment and rates for services under any contract resulting from this RFP are regulated by the County's agreement with the San Mateo County Superior Court. The County reserves the right to reject any and all proposals.

The intended purpose of the funding available for the services included in this RFP is to improve the quality of life for San Mateo County's conserved clientele and assisting in the management of decedents' estates. AAS contracts with agencies to provide financial advisor services for clients of the Public Guardian/Conservatorship Program and the estates of the Public Administrator Program.

#### **Performance measure and deliverables:**

0 claims filed against the County for loss or misappropriation.

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

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

**Fiscal Requirements:** Providers shall maintain accounting records for funds received under the terms and conditions of this agreement. These records shall be separate from those for any other funds administered by the contractor and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;

Agreement funds must be traceable, and original detailed invoices for all expenditures must be retained for a period of seven (7) years or until audit findings are resolved, whichever is greater; and the provider must submit invoices based on actual expenses incurred for each separate property cleaned.

## Appendix A – Minimum Qualifications Checklist

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

I, *Insert Name*, am a *Insert Title at Insert Firm* and am authorized to execute this Certification on its behalf.

### Minimum Qualifications

Proposals will be accepted only from firms that meet the following required qualifications:  
Please check box if your firm meets these qualifications:

- Program manager has a minimum of two (2) years of experience within the last five (5) years in providing Financial Advisor services.
- Ability to provide Financial Advisor services with required licenses.

Please check box if your firm can provide this additional service:

- Proposer has at least one (1) physical location in San Mateo County

Name of Location:

Address:

### Required Registration

Please check box to indicate your firm is registered with the System for Award Management (SAM).

Proposer is required to be in good standing with <https://sam.gov/SAM/>

- Registered as

DUNS No. :

I certify that the foregoing information is true and correct as of the date of this Certificate.

Signature: \_\_\_\_\_

Date: Click or tap to enter a date.

## Appendix B- Attachment 1, Description of Services

- A. Process the initial paperwork for each account; establish a brokerage account; set up regularly scheduled withdrawals when requested; make changes to withdrawal schedules when needed; provide special draws when needed without penalty; acquire values for stocks and bonds for year-end accountings; facilitate the transfers of accounts from other firms and consolidate them into the brokerage account; provide customized reports when requested, including court accounting; date of death, and tax reports; and process the necessary paperwork to close an account when instructed.
  
- B. Accept all investments, regardless of the dollar amount or asset type.
  
- C. Provide independent broker advice not limited to any parent company, with a wide range of investment options with flexibility for withdrawals, and no sales or purchase commissions to the client or estate.
  
- D. Provide the best possible rate of return commensurate with risk and suitability.
  
- E. Provide information on cost basis of assets for income tax purposes for Aging and Adult Services (AAS) Public Guardian client accounts and/or Public Administrator estate accounts.
  
- F. Provide, at no additional cost, consultation on selected cases for clients' estate plans and for tax consequences.
  
- G. Provide information on the cost basis of transferred assets for income tax purposes.
  
- H. Provide monthly, quarterly, and year-end statements to AAS Estate Property Management, including a monthly summary sheet as defined by Estate Property Management. Some statements may need to be customized to specific time periods, as defined by the Superior Court. Statements shall include performance reports, portfolio appraisals, realized gains and losses, income and expenses, account transaction history, including management fee summaries, and account bookkeeping history.

- I. Provide a quarterly Performance History report that compares the account quarter-by-quarter and performance to various indices.
  
- J. Provide and process a yearly rebalance of all accounts as authorized.
  
- K. Provide same day Signature Guarantees and Notary Public services at no charge.
  
- L. Provide at least one (1) training (minimum of three (3) hours) for AAS staff on investment strategies and factors for considering investment options.
  
- M. Provide easy access to services and high-quality customer service.
  
- N. Contractor shall comply with the Uniform Prudent Investor Act (California Probate Code section 16045, et seq.).

# Appendix C – Standard Contract Template

Agreement No. \_\_\_\_\_

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

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

\* \* \*

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

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

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

### 1. **Exhibits and Attachments**

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

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

### 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.

- b. Intellectual Property Indemnification** 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.

**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.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 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.

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

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

**a. General Non-discrimination**

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

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

**b. Equal Employment Opportunity**

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

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

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

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

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

**e. Discrimination Against Individuals with Disabilities**

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

**f. History of Discrimination**

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

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

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

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

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

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

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

#### **h. Compliance with Living Wage Ordinance**

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

#### **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.

**13. 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.

**14. 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.

**15. 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.

**16. 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]

**17. 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.

**18. 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.

**19. Reimbursable Travel Expenses**

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

## 20. **Prevailing Wage**

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor

Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

\* \* \*

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:

**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: