



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Sheriff's Office



**Date:** September 21, 2012  
**Board Meeting Date:** October 23, 2012  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Sheriff Greg Munks

**Subject:** Agreement with Enovity, Inc.

**RECOMMENDATION:**

Adopt a Resolution authorizing the Sheriff or his/her designee to execute an agreement with Enovity, Inc. for the provision of building commissioning and consulting services for the San Mateo County Replacement Jail on Chemical Way in Redwood City, for the term of October 23, 2012, through October 22, 2015, in an amount not to exceed \$308,945.

**BACKGROUND:**

In December, 2010 the Board of Supervisors acquired 4.85 acres of land in Redwood City, east of Highway 101, on Maple Street at Blomquist Street for the express purpose of constructing a Replacement Jail. On October 4, 2011, the Board approved the scope and size of the jail project. On May 5, 2012, the Board approved contracts for jail design, engineering, and construction management services. Demolition of the existing buildings began in June, 2012. A groundbreaking ceremony was held for the Replacement Jail on July 10, 2012, and design of the facility is underway. Commissioning services ensure that the highest level of energy performance, operability, building system efficiencies, maintenance sequencing, testing, evaluating, materials, and procedures are in place throughout the Jail Construction and Occupancy phases.

**DISCUSSION:**

On August 16, 2012, the San Mateo County Sheriff's Office issued a Request for Proposals (RFP) (Exhibit A) for the Replacement Jail commissioning and consulting services. RFP outreach included advertising in local newspapers and posting of the RFP on the Sheriff's Office Jail Planning Unit website. Representatives from the Sheriff's Office Jail Planning Unit participated on the selection committee that reviewed the qualifications of the 10 firms that submitted proposals (Exhibit B). The selection committee determined that Enovity Inc. was the most qualified firm and recommended

to the Sheriff that Enovity, Inc. be retained to provide building commissioning and consulting services.

Acting as the commissioning consultant, Enovity, Inc. will advise the County and its design and construction teams on issues involving the design, construction, testing, adjusting, training and balancing of primary building systems, and other matters impacting the ability of the facility to operate as intended in order to meet County project requirements. The commissioning consultant will be required to recommend to the County the acceptance, modification or rejection of materials, procedures, schedules, tests, reports, or other related commissioning requirements and activities.

The primary role of the commissioning consultant is to develop and coordinate the execution of a testing plan, observe and document performance to determine whether systems are functioning in accordance with the contract documents. Commissioning activities are anticipated to encompass six project phases, including design development, construction documentation, construction, building acceptance, closeout, and post occupancy activities. The commissioning effort will focus on systems that have a primary impact on energy performance and indoor environmental quality.

County Counsel has reviewed and approved the resolution and agreement as to form.

Approval of this resolution contributes to the Shared Vision 2025 Outcome of a Collaborative Community, by providing consulting services related to building commissioning for the Replacement Jail construction project.

**Performance Measure(s):**

Measure	FY 2011-12 Actual	FY 2012-13 Projected
Percent of all required plans, specifications and bid documents reviewed by building commissioning consultant	N/A	100%

**FISCAL IMPACT:**

The amount of the agreement with Enovity, Inc. is \$308,945, and includes the authorization to make amendments that may increase contract cost up to an additional \$25,000 in aggregate. The funding for this agreement is included in the County's 2012-13 Capital Improvement budget. There is no additional Net County Cost.

Exhibit A – Request for Proposals  
Exhibit B – RFP Process Matrix

***Request for Proposals***  
***Commissioning Services***  
***San Mateo County Replacement Correctional***  
***Facility***



***San Mateo County Sheriff's Office***

**Issued: August 16, 2012**

**Responses due: August 30, 2012, 2:30 pm**

Lieutenant Deborah Bazan, Project Executive  
San Mateo County Sheriff's Office  
Jail Planning Unit  
400 County Center, 3<sup>rd</sup> floor  
Redwood City, CA94063  
Telephone: (650) 508-6721  
Email: [dbazan@smcgov.org](mailto:dbazan@smcgov.org)

## DISCLAIMER

This Request for Proposals (RFP) is not a commitment or contract of any kind. The County of San Mateo reserves the right to pursue any, or none of the ideas generated by this request. Costs for developing the proposals are entirely the responsibility of the applicants and shall not be reimbursed. The County reserves the right to select the proposal that is in the County's best interest, to reject any and all proposals, to terminate the RFP process, and/or to waive any requirements of this RFP when it determines that doing so is in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document.

## NOTE REGARDING THE PUBLIC RECORDS ACT:

### (a) **General Provisions Regarding Public Nature of Proposals.**

Government Code Section 6250 *et. seq.*, the Public Records Act, defines a public record as any writing containing information relating to the conduct of the public's business that is prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from the disclosure requirements.

### (b) **Proposer's Rights Regarding Confidentiality of Proposals.**

The County of San Mateo does not represent or guarantee that any information submitted in response to the RFP will be kept confidential. If the County of San Mateo receives a request under the Public Records Act for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of the person or business submitting the proposal. In the event that a party who has submitted a proposal wishes to prevent disclosure, it is the sole responsibility of that party to assert any applicable privileges or reasons why the document should not be produced and to obtain a court order prohibiting disclosure. If material is designated as confidential, the County will attempt in a timely manner to inform the person or entity that submitted such material of the public records request in order to permit the person or entity to assert any applicable privileges.

Section 10 of this document sets forth the procedures for designating a document as confidential. Failure to comply with the procedures in Section 10 constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. If you submit information you claim is protected as a trade secret or on any other basis, you **must** follow all procedures in Section 10.

## PART 1 – INTRODUCTION

- 1.01** The County of San Mateo (“County”) invites responses to this Request for Proposals (“RFP”). The successful respondent will contract with the County to provide the Commissioning services for the County’s Replacement Correctional Facility (the “Project”).
- 1.02** This RFP and the proposals submitted in response to it is the County’s RFP process that will culminate in award of the Commissioning contract. The County will conduct an in-depth evaluation of the proposals submitted and conduct interviews with each of the respondents. The County will then begin sequential contract negotiations beginning with the most qualified firm.
- 1.03** This RFP and the responses of the selected firm will be included in the contract for the Project following award.

## PART 2 –SUBMISSION OF PROPOSALS

- 2.01** Please read the entire RFP and all enclosures before preparing your proposal. Proposers should seek clarification of any requirements that they do not fully understand. Misunderstandings resulting in an improper response will not be considered a valid reason to fail to supply all features indicated to exist by the Proposer. Respondents should address any issue or question via email to Lieutenant Deborah Bazan, Project Executive. Email:dbazan@smcgov.org
- 2.02** Respondents should address every item listed in this RFP. Brevity and clarity are of utmost importance. Responses that are comprised of standard marketing materials that do not specifically address the items below will not be evaluated; however, respondents may include ten (10) bound copies of their marketing materials, as long as they are not permanently attached to the RFP. Responses that do not comply with all applicable requirements will not be considered.
- 2.03** All proposals shall be firm offers, and will so be considered by the County, although the County reserves the right to negotiate terms upon evaluation of the proposals. Proposals will be considered valid offers for a period of ninety (90) days following the close of the RFP.
- 2.04** The responses to this RFP should be bound and printed vertically (“portrait” orientation) on standard 8 ½” by 11” paper. The responses should not exceed **25 pages; single sided** but will preferably be much shorter. Type size should be no smaller than 10 point, but preferably larger. The top of page one of the response should state the respondent’s name, address, phone number, fax number, e-mail address, and contact name. No cover letter is necessary.
- 2.05** Respondents must submit an original, signed response to the RFP, together with ten (10) copies, and one (1) electronic copy, **no later than 2:30 PM(PDT) on August 30, 2012** to:

Lieutenant Deborah Bazan, Project Executive  
San Mateo County Sheriff’s Office  
Jail Planning Unit  
400 County Center, 3<sup>rd</sup> floor  
Redwood City, CA94063  
Telephone: (650) 508-6721  
Email: dbazan@smcgov.org

The signed, original RFP response should include a statement signed by an owner, officer, or authorized agent of the respondent, acknowledging and accepting the terms and conditions of this RFP.

**Proposals received late will not be opened or given any consideration for the proposed services.**

### **PART 3 – SHERIFF’S OFFICE BACKGROUND**

- 3.01** The San Mateo County Sheriff’s Office is managed by a Sheriff who is directly elected for a four-year term. In addition to overseeing all adult correctional facilities in San Mateo County, the Sheriff is responsible for patrol services in both unincorporated areas of the county and contract cities, investigations, custody and security in the courts, and various administrative functions.
- 3.02** The incumbent Sheriff is Greg Munks. Directly under his command are Undersheriff Carlos Bolanos and Assistant Sheriff Trisha Sanchez. Overseeing this architectural RFP is Lieutenant Deborah Bazan, the Project Executive.

### **PART 4 – PROJECT DESCRIPTION**

- 4.01** The Project will be located on an approximately 4.85-acre site within Redwood City, CA. The Project will initially house 576 beds (including 88 non-secure transitional beds) with future expansion to 832 beds. It is expected that the facility will be approximately 257K SF.
- 4.02** The County has hired Hellmuth Obata-Kassabaum (HOK) as the architect providing overall design services for the project. A joint venture of Sundt/Layton, A Joint Venture is the Construction Manager.
- 4.03** The firm selected will be asked to provide Commissioning services appropriate to the Project.
- 4.04** The facility shall be designed and constructed in accordance with all local and state laws, building codes and applicable zoning issues and ordinances. Additionally, the facility shall adhere to all of the requirements defined by California Administrative Code Title 24, and California Green Building Standards Code as adopted by San Mateo County.

### **PART 5 – OUTLINE OF SCOPE OF WORK**

Part 5 sets forth an outline/overview of the scope of services required for the Project. A draft Professional Services Agreement is attached hereto as Attachment A1. Your proposal should take into consideration and address the full scope of services as set forth in Attachment A1. To the extent there are conflicts between this Part 5 and Attachment A1, such conflicts will be resolved during the negotiation of the Professional Services Agreement with the selected firm.

The Commissioning Authority will be an independent third-party and report directly to the County's Sheriff’s Office Project Executive, but will be responsible for coordinating its activities with the County's Construction Manager and the design team. Your proposal should include all phases of the work identified herein.

The Commissioning Authority will advise the County and design / construction teams on issues involving the design, construction, testing, adjusting, training and balancing of primary building systems, as well as any other issues compromising the ability of the facility to operate as intended in order to meet County of San Mateo project requirements. The Commissioning Authority will be required to recommend to the County the acceptance, modification or rejection of materials, procedures, schedules, tests, reports, or other related commissioning requirements and activities. At a minimum, the services provided must meet the requirements of LEED Fundamental & Enhanced Commissioning. [LEED-NC 2009 prerequisite EAp1 and credit EAc3.]

The commissioning effort shall focus on systems that have a primary impact on building energy performance and indoor environmental quality. Commissioning activities are anticipated to encompass the following project phases:

1. Design Development
2. Construction Documentation
3. Construction
4. Acceptance
5. Closeout
6. Occupancy
7. Warranty / Post Occupancy.

The Commissioning scope is divided into two (2) categories of work. Category 1 is the MEP / LEED scope and Category 2 is the Electronic Security and Ancillary Systems scope.

**Section 1 - Systems to be commissioned include the following:**

**Category 1 - MEP / LEED Commissioning**

- a. HVAC systems
- b. Building Management Systems (BMS) and controls, monitoring and sequences of operation
- c. Interior and exterior lighting & lighting control systems, including occupancy sensors and day-lighting controls.
- d. Domestic hot water systems
- e. Water management system
- f. Sanitary sewer systems inclusive of grinder effectiveness. Systems may include vacuum waste system.
- g. On-site renewable systems (Photovoltaic and Solar Thermal)
- h. Emergency generation systems and their associated interlocking control systems inclusive of static UPS.
- i. Power monitoring systems

**Category 2 - Electronic Security and Ancillary Systems**

- a. Electronic Security – Non-Detention systems (Door Hardware Control, Video Camera Surveillance, Intercom and Alarm inclusive of interface & integration with Life Safety System)
- b. Electronic Security – Detention systems (Access Control, Video Camera Surveillance and Alarm inclusive of interface & integration with Life Safety System)
- c. Sub-Slab Depressurization System (SSDS), testing of the vapor mitigation system. – Coordinate with West Environmental for the final acceptance



- d. Electrical distribution systems – Switchgear, switchboards, transformers
- e. Radio systems

The following building systems will not be fully commissioned under this plan; however coordination and interaction of these systems as they impact commissioned systems will be required:

- a. Fire alarm, life safety, and smoke control systems
- b. Elevators and escalators
- c. Plumbing fixtures (other than domestic water heating)
- d. Building envelope thermal and leakage performance

## **Section 2 - Commissioning Authority Responsibilities**

The Commissioning Authority will have the following responsibilities:

The Commissioning Authority is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The Commissioning Authority may assist with problem solving or resolving non-conformance or deficiencies. The primary role of the Commissioning Authority is to develop and coordinate the execution of a testing plan, observe and document performance—that is to determine whether systems are functioning in accordance with the documented design intent and in accordance with the Contract Documents. The trade contractors will provide all tools or the use of tools to start, check-out and functionally test equipment and systems, except for specified testing with portable data-loggers, which shall be supplied and installed by the Commissioning Authority.

## **Section 3 - Design Development Phase**

- a. Upon selection, the Commissioning Authority will develop a draft Commissioning Plan that will provide an overview of the commissioning process including activities during all phases of the project. The draft Commissioning Plan will identify roles and responsibilities of the various commissioning participants, identify project equipment and systems to be commissioned, equipment submittal requirements, and include project schedule milestones supporting the commissioning program. The County, Construction Manager, and Design Team will review the Plan and provide comments to the Commissioning Authority. The Plan will continue to be developed and refined throughout the commissioning / design process.
- b. Provide templates and samples of the Owners Project Requirements (OPR) document and Basis of Design (BOD) document to the County and Design Team. Provide a commissioning review of the County's OPR document and Design Teams BOD document and deliver feedback to the County and project Design Team.
- c. Provide a review, analysis and evaluation of the Construction Manager plan for commissioning. Include an assessment of the methods needed to operate the commissioned systems at partial loads available during initial startup, commissioning and functional testing.
- d. Develop the following, for inclusion with the MEP Design-Build Package to be issued at approximately 50% Design Development phase:
  - 1. Commissioning Plan, described above.
  - 2. Commissioning specifications describing the Contractors' commissioning-related responsibilities. The commissioning specifications shall be coordinated with the individual discipline specification sections prepared by the Design Team.
  - 3. Provide input for achieving the EA c.5 (Measurement and Verification) and the related owner requirements

4. Samples of project-specific preliminary pre-functional and functional test forms for all equipment and systems to be commissioned.
  5. Identify any seasonal or deferred commissioning activities that the contractor may be responsible to fulfill during the warranty phase.
  6. Confirm and communicate to the Construction Manager the list of submittals that will be reviewed by the Commissioning Authority. Include this list in the MEP Design-Build Package.
- e. Respond to MEP bidders' questions in writing regarding commissioning.
  - f. Assist the County in their bid review and attend post-bid MEP interview(s) to review bidder's compliance with commissioning requirements.
  - g. Participate in the selection of the systems and applications that will be used to keep track of commissioning documents, tests, specifications etc. during the project lifecycle. The Construction Manager team would like these tracking systems and applications to work in conjunction with the information in BIM to the maximum extent possible.
  - h. Respond to design-build engineer's questions related to commissioning.

#### **Section 4 – Construction Documentation Phase:**

The Commissioning Authority will work with the County, Design Team & Construction Manager at Risk Teams to provide the following:

- a. Conduct a mid-phase Construction Document review of the 50% Construction Document (CD) Drawings and Specifications to verify they are coordinated with the criteria of the OPR and BOD documents. After completing this review, publish a formal report with comments related to improving the constructability, efficiency, operation, and maintainability of the commissioned systems.
- b. Review the 100% Construction Documents package to verify the agreed upon changes to the 50% CD package have been incorporated.
- c. Review and provide input of Maintenance and Validation plan prepared by MEP design build contractor.
- d. Issue updated Commissioning Plan

#### **Section 5 - Construction Phase:**

The Commissioning Authority will work with the County, Design Team & Construction Manager at Risk Teams to provide the following:

- a. Revise and distribute updated versions of the Commissioning Plan as required to keep the team up-to-date with its evolution. At the appropriate time, the Commissioning Authority will issue the Final Commissioning Plan to the full commissioning team.
- b. Schedule a commissioning kick-off meeting with the entire commissioning team, review the commissioning scope and process in detail, discuss team responsibilities, and develop a team approach to commissioning. The Commissioning Authority will then organize and conduct on-going commissioning coordination and status meetings throughout the construction phase to review and discuss key commissioning issues, review Commissioning Plan updates, coordinate commissioning activities, etc. These periodic meetings should be no less than one per month during the early stages of construction, but transition to a weekly basis during equipment start-up and functional testing periods of the project. The Commissioning Authority will issue minutes to document these meetings.

- c. The Commissioning Authority shall perform ongoing site visits during construction and identify potential issues that will impact the commissioning process. If discovered, the Commissioning Authority will bring equipment, material or installation work that does not conform to OPR or BOD requirements to the Owner's attention. All site observations will be noted in a site report after each visit. These site visits shall at a minimum be scheduled on a monthly basis during the initial stages of construction, but transition to a weekly basis at a minimum once significant portions of the HVAC systems and equipment begin installation and start-up.
- d. Review contractor submittals and shop drawings concurrently with the architect, design engineers and County. The Commissioning Authority shall provide comments and recommendations related to commissioning activities, as well as note any equipment or materials that do not conform to the OPR & BOD.
- e. The Commissioning Authority shall witness equipment start up and pre-functional testing of all major commissioned system components. Pre-functional testing of at least 10 percent of high quantity devices such as VAV boxes, other heating/cooling zones, etc. shall be witnessed by the Commissioning Authority. The Commissioning Authority will review all supporting documentation from Contractor installation and start-up activities for all commissioned systems. Ensure compliance with all LEED requirements for observation and documentation of equipment start-up and pre-functional testing. The Commissioning Authority shall recommend acceptance or rejection of the pre-functional checklists as the result of the verification. If the checklists are rejected, the Contractor must perform the pre-functional checks again until approved.
- f. Document and maintain a Commissioning Issues Log to track issues identified during the commissioning process. The log should include issues identified during site observation visits, pre-functional testing and verification/functional testing activities. For each issue, the Commissioning Authority will identify the issue, assign a responsible party to resolve the issue, and assign a target completion date for issue resolution.
- g. Develop a functional test plan to fully test the sequences of operation and intended operation of all commissioned systems. The test forms shall include the test procedures and expected results of each test point. Review the test plans and forms for each commissioned system with the appropriate members of the commissioning team and modify as necessary to perform functional tests in a manner that does not compromise the safety of tested equipment or personnel performing the test.
- h. Review and verify using random sampling (5%) the test and balance (TAB) reports prior to the start of functional acceptance testing.
- i. Review the project schedule periodically to ensure commissioning activities are properly incorporated; provide feedback to the Contractor and Construction Manager as needed.

## **Section 6 - Acceptance Phase**

The Acceptance Phase will test and confirm that commissioned systems have been installed and sequenced to ensure proper operation of commissioned systems in compliance with the contract documents. County anticipates their primary Building Engineer and other Facilities Operations staff members will be active in the Commissioning Acceptance and Closeout Phase process. Activities during the Acceptance phase will include:

- a. The Commissioning Authority will conduct a final on-site system readiness review of the specific systems and equipment to be commissioned. Issues noted during this process will be documented by the Commissioning Authority in the Commissioning Issues Log. Functional testing shall not commence until all critical issues identified during the installation verification process are resolved.

- b. Provide the control system sub-trade contractor with a list of required trend log definitions to be implemented as a basis for reviewing performance during functional testing at least four (4) weeks prior to the start of final functional acceptance testing.
- c. Witness and document all functional testing to confirm commissioned systems perform in compliance with all test scripts. Issues noted during the functional performance tests will be documented by the Commissioning Authority. Issues should be resolved at the time of discovery and functional testing should continue. If testing is interrupted by a significant issue, the responsible sub-trade contractor will correct the deficiency and functional testing will resume after the issue has been resolved. Note that functional testing will be performed during both normal shift hours and off –hour periods.
- d. The Commissioning Authority will document all issues or deficiencies impacting the successful completion of functional testing activities. If appropriate, the Commissioning Authority will assist the Construction Manager at Risk with resolving issues in a timely manner. Provide a final log with all resolutions documented in the Final Commissioning Report.
- e. Meet no less than bi-weekly with County of San Mateo Sheriffs Building Engineer and Facilities Operations staff to update them on the progress of commissioning activities and performance of commissioned systems. Ensure County's staff is aware of the commissioning schedule and upcoming commissioning activities for their participation as available or desired.
- f. Verify system operation by reviewing a minimum of 3 weeks of trend data for all commissioned systems and prepare a report summarizing results and identifying any deficiencies.
- g. Prepare and submit to USGBC/GBCI all final documentation materials required by LEED-NC 2009 prerequisite EAp1 and credit EAc3.

#### **Section 7– Close-Out Phase:**

During project closeout, the Commissioning Authority shall provide the following:

- a. Verify that training of County of San Mateo Sheriff Operations and Maintenance personnel is complete by reviewing training agendas, verifying trainer's credentials and collecting all executed training contractor's agendas signed by all parties.
- b. Develop a Systems Manual for all commissioned systems. The System Manual shall be a complete document describing the components, operation, integration, commissioning and maintenance of each system. This System Manual shall provide future operating staff the information needed to understand and optimally operate the commissioned systems. Include a narrative outlining a process for future re-commissioning of all systems. Conduct a meeting with County's Building Engineer and Facilities Operations staff to perform an in-depth review the Systems Manual when complete. The Systems Manual and other closeout documents developed by the Commissioning Authority shall be created in a format that can be attached or embedded in the facility management database.[if not completed when LEED EAc3 documentation is submitted, at minimum, a draft of this report will need to be uploaded for completion/submission of EAc3.]
- c. Prepare and submit a Final Commissioning Report. The Final Report should contain an executive summary, a summary of the commissioning process; the final Commissioning Plan, OPR, BOD, Commissioning Specifications; completed Issues List; Commissioning Meeting Minutes and completed check forms.

In addition to the scope items above, the proposal should identify and note any additional activities required by USGBC's LEED manual to ensure obtaining credits associated with commissioning activities. Please note any assumptions associated in your proposal related to delivering the requested scope.

- a. Prepare and upload all USGBC-required LEED Commissioning documentation to the LEED online project web page. Including but not limited to completing LEED online credit templates for EA prerequisite 1: Fundamental Commissioning of the Building and EA Credit 3: Enhanced Commissioning. Coordinate the submittal with the Design Team LEED Consultant.

#### **Section 8 – Occupancy Phase**

- a. The Commissioning Agent to prepare a corrective action plan for resolving identified outstanding issues.
- b. The Commissioning Agent to coordinate with the Owner and the O&M staff to review the facility and its performance within 10 months after substantial completion. All unresolved construction deficiencies as well as any deficiencies identified in the post occupancy review should be documented and corrected under manufacturer or contractor warranties.
- c. In working with the building operations staff and occupants, Commissioning Agent to identify any problems in operating the building as originally intended. Any significant issues or changes identified that will not be corrected should be recorded by the Commissioning Agent in the systems manual.

#### **Section 9 – Warranty / Post Occupancy Phase:**

During the warranty, post occupancy phase of the project the Commissioning Authority shall provide the following:

- a. Perform site walk-through, review trend logs, and perform a review with Operations and Maintenance personnel and space occupants 10 to 12 months after final acceptance to comply with LEED requirements. Develop an implementation plan to correct any issues identified during this review, and conduct any re-commissioning testing needed at that time.

### **PART 6 - PROPOSAL REQUIREMENTS / INSTRUCTIONS**

#### **6.01 Instructions**

Respondents can elect to combine Categories 1 & 2 as One (1) proposal or provide a proposal for either Category 1 or Category 2 separately. The County at its sole discretion will determine if one firm or two firms will be awarded the project. Respondents may partner with other firms to submit a proposal.

Respondents may elect to have a courier service deliver their proposals; it is incumbent on the Respondent to ensure that the parcel arrives at the listed location by the listed date and time. Late-arriving proposals will not be considered.

The proposal shall consist of the following sections:

#### **6.02 Company Information and Qualifications**

Respondents shall submit the evidence demonstrating their experience and qualifications, in 15 pages or less, in accordance with the following requirements:

**Category 1**

- A. Ten (10) years of experience providing commissioning and testing for large construction projects.
- B. Experience providing Commissioning services for multiple (Minimum 3) projects with a construction cost of at least \$25 million or more, within the last ten (10) years.
- C. Demonstrated experience with LEED NC fundamental and Enhanced Commissioning.

**Category 2**

- A. Ten (10) years of experience providing commissioning and testing for large construction projects.
- B. Experience providing Commissioning services for multiple (Minimum 3) projects with a construction cost of at least \$25 million or more, within the last ten (10) years with at a minimum One (1) project being a correctional facility.
- C. Demonstrated experience with LEED NC fundamental and Enhanced Commissioning.

The qualifications listed below are required for key positions on the project team. In addition to the specific qualification requirements applicable to each individual position ALL key/lead team members must have been employed by their firm for at least six (6) months prior to the date that proposals are received. It is the responsibility of the Respondent to put forth a highly qualified team with the experience and capabilities needed to support the designs and to propose individuals who meet specific qualifications highlighted in this section.

**6.03 Proposed Project Team Qualifications and Availability**

The specific minimum experience requirements for the key/lead team member positions are defined below:

**Principal in Charge**

The Principal in Charge shall be a licensed Professional Engineer in the State of California with a minimum of ten (10) years of experience with the Commissioning aspects of infrastructure design and construction. The Principal in Charge shall have commissioning experience within the State of California.

**Project Manager**

The Project Manager should have a minimum of ten (10) years of experience with the Commissioning aspects of infrastructure design and construction.

**6.04 Compensation**

- A. Your fee should be broken out by the phases described in the Commissioning Fee Proposal Outline, Exhibit B1 to this RFP. Propose your fee on a Lump Sum basis, broken out by project phase.
- B. Identify reimbursable expenses that will be charged to the Project. Provide an estimate in the line items provided in Attachment B1 of what you believe these expenses should be for the Project.

- C. Provide lump sum fees, by phases described in the Scope of Work, for any sub-consultants you would propose to include with your team. Also include mark-ups on sub-consultants, if applicable.
- D. Include hourly rates for all personnel

#### **6.05 Acceptance of the County's Professional Services Agreement**

A draft of the County's Professional Services Agreement is attached to this RFP as Attachment A1. Respondents are instructed to include exceptions (if any) to the County's Draft Professional Services Agreement with specific alternate language in the form of redlines to Attachment A1. If no exceptions are stated the County will assume the respondent is prepared to sign the County contract as-is. The County reserves the right to modify the draft agreement during the negotiations with the selected firm and is not bound to the terms set forth in the draft agreement.

Each proposal must include a statement of the respondent's commitment and ability to comply with each of the terms of the following:

- A. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over 40), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.
- B. Respondents shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under any contract that may result from this submittal. Respondents' personnel policies shall be made available to County upon request.
- C. Respondents shall assure compliance with section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of compliance. Respondents shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of any agreement that may result from this submittal.
- D. Respondents must comply with the County Ordinance Code with respect to the provision on employee benefits. As set forth in the ordinance, such respondents are prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The County jury duty ordinance.

In addition, the respondent should include a statement that it will agree to have any disputes regarding any Agreement venued in San Mateo County. Also include a statement indicating your ability to obtain liability insurance of a minimum of \$1,000,000 for each of the following:

- 1. Comprehensive General
- 2. Motor Vehicle
- 3. Professional
- 4. Worker's Compensation.

Respondents shall provide a written project approach narrative. The approach shall identify any unique aspects associated with this project as well as provide methodology regarding commissioning high performance detention facilities.

#### **PART 7 – KEY SELECTION CRITERIA**

**7.01** The evaluation by the Selection Committee will be based on the criteria listed below.

- A. Completeness of Response Submission**
- B. Personnel Experience and Qualification.**
- C. Depth and Quality of Respondent's Performance.**
- D. Technical and Project Management Approach.**
- E. Competitive Consulting Fees.**

The County may consider any other criteria it deems relevant, and the Selection Committee is free to make any recommendations it deems to be in the best interest of the County.

## **PART 8 – REVIEW AND SELECTION PROCESS**

### **8.01 Review of Proposals**

- A. The County will evaluate the information based on materials submitted in response to this RFP.
- B. Respondents should prepare their response according to the RFP format, i.e., by section and paragraph of this RFP. The County reserves the right to reject any response to this RFP not submitted within the required timeframe; reject any incomplete RFP submitted; contact client references; require further information; and/or require interviews with any respondent. All costs related to the preparation, submittal, and/or presentation of this RFP are the responsibility of the respondent and will not be assumed in full or in part by the County.
- C. Proposals shall be used to determine the respondent's capability of rendering the services to be provided and the cost for the services. By submitting a proposal, each respondent certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The County reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a successful respondent, or none at all.
- D. The County reserves the right to waive any requirements of this RFP when it is determined that waiving a requirement is in the best interest of the County.
- E. The County will evaluate proposals based on each respondent's written submission only. Evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated by the County in this RFP. The Evaluation Committee will not access company web sites or read sales brochures, marketing materials, or white papers in evaluating vendor experience or proposed methodology unless doing so is in the County's best interest. You may submit additional materials or reference on-line information in your proposal if you wish, but these will not be considered during the proposal evaluation process.
- F. If errors are found in a proposal, the County may reject the proposal. However, the County may, in its sole discretion, correct arithmetic and/or transposition errors or contact a respondent for clarification. The respondent will be informed of the errors and corrections.
- G. The County reserves the right to accept other than the lowest costs submitted and to negotiate with a respondent on a fair and equal basis when the best interests of the County are served by doing so.

## **PART 9 – Appeal of Decision**



Unsuccessful respondents shall have five business days from the delivery of County's letter of rejection to submit a written appeal, addressed directly to Sheriff Greg Munks at 400 County Center, Redwood City, CA 94063. Appeals received after the deadline will not be accepted. The written appeal should specifically address any perceived irregularities in the process and/or the RFP review committee's recommendation. The committee will review the written appeal, and to present to the Sheriff the reason for the committee's recommendations. An appeal that merely addresses a single aspect of the selected proposal, e.g., comparing the cost of the selected proposal in relation to the non-selected proposal, is not sufficient to support an appeal. A successful appeal will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The Sheriff will respond to an appeal within ten (10) business days of receiving it, and the Sheriff may, at its election, set up a meeting with the respondent to discuss the concerns raised by the protest. The decision of the Sheriff will be final.

## **PART 10 – CONFIDENTIALITY OF PROPOSALS**

California Government Code Sections 6250 *et seq.* (the "Public Records Act") defines a public record as any writing containing information relating to the conduct of the public business. The Public Records Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The County is subject to the California Public Records Act.

Any contract that eventually arises from this RFP is a public record in its entirety, as is all information submitted in response to this RFP except as outlined in this Section. Failure to comply with the procedures in this Section constitutes a waiver by the submitting party of any claim that the information is protected from disclosure.

If you submit information you claim is protected from disclosure as a trade secret or on any other basis, you must do **all** of the following:

- (i) Identify each page of such material as "CONFIDENTIAL";
- (ii) Place all such pages in a separate tab in the appropriate section of your submission as listed in Section V.C, below; and
- (iii) **Submit with your proposal a proposed non-disclosure agreement for review.**

For example, if your response contains confidential materials in Tabs 5 and 6, you should include separate tabs labeled "Tab 5-CONFIDENTIAL" and "Tab 6-CONFIDENTIAL" in the appropriate sections of your submission, and each page within those tabs must have the label "CONFIDENTIAL" on it. In this way you must segregate such materials in relation to each tab. You must also submit a proposed non-disclosure agreement.

Over-designation of materials as confidential, such as designating every page of a submission, may result in rejection of the entire proposal at the County's sole discretion. Failure to designate a portion of your submission as confidential means that you consent to that portion's release by the County if requested under the Public Records Act without further notice to you and that you will indemnify and hold harmless the County for release of such information.

The County of San Mateo does not represent or guarantee that any information submitted in response to this RFP will be kept confidential. If the County receives a request for any portion of a document submitted in response to this RFP that complies with the procedures in this Section, the County will not assert any privileges that may exist on behalf of the person or entity submitting the proposal but will notify the party that marked the pages/information "CONFIDENTIAL." It is the responsibility of the person or entity submitting the proposal to assert any applicable privileges or reasons why the portion of the document so marked should not be produced. If material is designated as confidential, the County will attempt in a timely manner to inform the person or entity that submitted such material of the public records request in order to permit the person or entity to assert any applicable privileges.

To the extent consistent with applicable provisions of the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents and employees retain the discretion to release or withhold disclosure of any information submitted in response to this RFP.

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

## **PART 11 – GENERAL CONDITIONS**

- 11.01** The RFP responses should be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the RFP response meets the County's requirements. To this end, each RFP response should be as specific, detailed, and complete as to clearly and fully demonstrate that the respondent has a thorough understanding of and has demonstrated knowledge of the requirements to perform the work (or applicable portion thereof). The respondent and each of its members must verify the RFP response under oath.
- 11.02** The submission of a response to this RFP does not commit County to award a contract for the Project, to pay costs incurred in the preparation of responses to this RFP or to procure or contract for any services. Costs for preparing responses to this RFP will be paid entirely by the respondents.
- 11.03** County reserves the right to interpret or change any provision of this RFP at any time prior to the RFP submission date. Such interpretations or changes shall be in the form of addenda to this RFP and posted on the Sheriff's Office webpage. County, in its sole discretion, may determine that a time extension is required for submission of responses to this RFP, in which case such addenda shall indicate a new RFP submission deadline. County reserves the right to waive inconsequential deviations from stated requirements.
- 11.04** County retains the right to reject any and all responses to this RFP, to contract work with whomever and in whatever manner County decides, or to abandon the work entirely. County shall make final decisions regarding a respondent's qualifications as of proposal day. All decisions concerning respondent selection shall be made in County's best interests.

- 11.05** This RFP constitutes part of each proposal and includes the explanation of the County's needs, which must be met.
- 11.06** This RFP and all materials submitted in response to this RFP will become the property of the County.
- 11.07** Alteration of Terms and Clarifications. It is mutually understood and agreed that no alteration or variation of the terms of this RFP shall be valid unless made or confirmed in writing and signed by the County and respondent selected, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between said parties hereto, shall be binding.
- 11.08** If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the respondent shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications to the RFP will be made by addenda as outlined above.
- 11.09** Clarifications will be sent by email to all parties. Each respondent must provide the County with electronic contact information in response to this RFP.
- 11.10** If a respondent fails to notify the County of an error in the RFP prior to the date fixed for submission, the respondent shall submit a response at his/her own risk, and if the respondent enters into a contract, the respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.
- 11.11** Should respondent realize during the review process that there has been a substantive error or omission in its submittal, which does not alter basic services and has not already resulted in disqualification from participating in the RFP process for other reasons, said respondent is invited to submit to the Project Executive a written request and explanation of respondent's desire to correct its submittal. It shall be at the sole discretion of the County's selection committee to decide whether to grant respondent's request to correct its RFP submittal.
- 11.12** *Contact with County/Jail Planning Unit Employees:* As of the issuance date of this RFP and continuing until the final date for submission of proposals, all respondents are specifically directed not to hold meetings, conferences, or technical discussions with any County or Jail Planning Unit employee (or their agents or representatives), for purposes of responding to this RFP except as otherwise permitted by this RFP. Any respondent found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

## **PART 12 – Negotiation of Contract**

Once a respondent is selected, the agreement with that firm must still be negotiated and submitted to the Sheriff and/or San Mateo County Board of Supervisors for approval, and there is no contractual agreement between the selected firm unless and until the Board of Supervisors or its designee, as applicable, accepts and signs the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to County management by way of an agreement does not constitute an offer, and respondents acknowledge by submission of a

proposal that no agreement is final unless and until approved by the County Manager or the Board of Supervisors, as applicable. Should the selected firm not, in the County's determination, be prepared to negotiate in good faith; or should the selected firm not be able to meet the County's contractual terms and conditions which the County believes to be essential to a successful contract, the County reserves the right to terminate contract negotiations and begin contract negotiations with one or more than one of the remaining respondents.

### **PART 13 – PROJECT EXECUTIVE**

All written inquiries and requests for additional information pertaining to this RFP, any addendum, or any matter relating to the architect selection process, must, unless otherwise identified in an addendum, be directed to the following designated Project Executive:

Lieutenant Deborah Bazan  
San Mateo County Sheriff's Office  
Jail Planning Unit  
400 County Center 3<sup>rd</sup> floor  
Redwood City, CA 94063  
Telephone: (650) 508-6721  
Email: dbazan@smcgov.org

### **SAN MATEO COUNTY SHERIFF'S OFFICE**

**Greg Munks, Sheriff**

## **ANTICIPATED SCHEDULE OF EVENTS FOR RFP PROCESS**

Sheriff Issues Request for Proposals	August 16, 2012
Pre-Bid Meeting	August 23, 2012
RFP Responses Due: 2:30 P.M. (PDT)	August 30, 2012
Notice of Short Listed Firms	September 7, 2012
Interviews of Short Listed Firms	Week of September 17 <sup>th</sup> , 2012
Anticipated Award of Firm	Early October, 2012
(Requires San Mateo County Board of Supervisors Approval)	

County reserves the right to modify this schedule at any time at its sole discretion.

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND**

**[Contractor name]**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
[Contractor name here], hereinafter called "Contractor";

WITNESSETH:

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

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

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO  
AS FOLLOWS:**

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

**Attachment H—HIPAA Business Associate requirements**

Attachment I—§ 504 Compliance

Attachment IP – Intellectual Property *(\*\*if the IP Attachment does not apply to this contract then delete this line\*\*)*

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

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County’s total fiscal obligation under this Agreement exceed [Write out amount], [\$Amount].

**4. *Term and Termination***

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

This Agreement may be terminated by Contractor, the [Name of County Department Head] or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. 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 portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

## **5. Availability of Funds**

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

## **6. 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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

## **7. Hold Harmless**



Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8.**  
*Assignability and Subcontracting*

Contractor shall not assign this Agreement or any portion thereof 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 the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9.**  
*Insurance*

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
  
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (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 the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

**10.** *Compliance with laws; payment of Permits/Licenses*

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, and will comply with the Business Associate requirements set forth in Attachment “H,” and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment “I,” which prohibits discrimination on the basis of handicap 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 State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Further, Contractor certifies that the Contractor 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.

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

**11.**  
*Non-Discrimination and Other Requirements*

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *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 of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* 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
- i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - 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 examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations 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 the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. **Compliance with Equal Benefits Ordinance.** *With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits*

*contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.*

F.

*The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.*

12.

*Compliance with Contractor Employee Jury Service Ordinance*

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13.

*Retention of Records, Right to Monitor and Audit*

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14.

*Merger Clause*

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 shall be in writing and signed by the parties.

**15.**

*Controlling Law and Venue*

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. 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 hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

**In the case of County, to:**

**In the case of Contractor, to:**

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_

Sheriff Greg Munks, San Mateo County

Date: \_\_\_\_\_

***[Contractor Name Here]***

\_\_\_\_\_

Contractor's Signature

Date: \_\_\_\_\_

Long Form Agreement/Business Associate v 8/19/08

Request for Proposals, Commissioning Services



#### 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 in Exhibit “A”, County shall pay Contractor based on the following fee schedule:**

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**Exhibit B**  
**REQUEST FOR PROPOSAL PROCESS MATRIX**

1.	General description of RFP	The Sheriff's Office is seeking a firm or individual for Commissioning consulting services related to the construction of the County's Replacement Correctional Facility
2.	List key evaluation criteria	Proposals were evaluated based on the following: 1. Completeness of response submission 2. Personnel experience and qualifications 3. Depth and quality of respondent's performance 4. Technical and project management approach 5. Competitive consulting fees.
3.	Where advertised	San Francisco Examiner Posted on the Sheriff's Office web page
4.	In addition to advertisement, list others to whom the RFP announcement was sent.	Sent to all those enrolled to receive automatic notifications and announcements on the Sheriff's web page, Facebook, and Twitter
5.	Total number of RFP's sent to prospective proposers	None directly
6.	Number of proposals received	Ten
7.	Who evaluated the proposal	Lieutenant Deborah Bazan Project Manager Sam Lin Eugene Whitlock, County Counsel's Office John Mckernan, Sares Regis David Troup, HOK Ron Eckert, Sundt/Layton
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	3QC 193 Blue Ravine Road, Suite 190 Folsom, CA 95630  Capital Engineering Consultants, Inc. 11020 Sun Center Drive, Suite 100 Rancho Cordova, CA 95670  Enovity, Inc. 100 Montgomery Street, Suite 600 San Francisco, CA 94104  Facility Dynamics Engineering 6760 Alexander Bell Drive, Suite 200 Columbia, MD 21046  Glumac 150 California Street, 3 <sup>rd</sup> Floor

		<p>San Francisco, CA 94111</p> <p>Interface Engineering, Inc. 717 Market Street, Suite 500 San Francisco, CA 94103</p> <p>Kitchell CEM, Inc. 2750 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833</p> <p>MK2 Consulting Engineering, Inc. 1428 Second Street Napa, CA 94559</p> <p>SSRCx 425 Market Street, 22<sup>nd</sup> Floor, Unit 2276 San Francisco, CA 94105</p> <p>WSP Flack + Kurtz 405 Howard Street, Suite 500 San Francisco, CA 94105</p>
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