



County of San Mateo

Request for Proposals (RFP) for

Department of Housing

Inspection and Monitoring of Residential Properties

RFP No. DOH 042021-01

Date issued:	4/8/2021
Pre-Proposal conference:	4/19/2021 at 1pm,
Questions due:	4/20/2021 at 5pm.
Proposal due:	4/23/2021 at 5pm

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Request for Proposals No. DOH 042021-01 for Inspection and Monitoring of Residential Properties

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I. Summary

A. General

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

The Department of Housing collaborates with partners as a catalyst to increase the supply of affordable housing and create opportunities for people at all income levels and abilities to prosper by supporting livable and thriving communities.

This RFP seeks responses from any and all qualified agencies or individuals to provide inspection and monitoring services of government-funded residential housing units and/or properties. This RFP is for the inspection and monitoring of residential properties that have received State, Federal, and local funds administered by the County of San Mateo Department of Housing (County or DOH), including all properties with loans administered by DOH in repayment or forbearance. These services will be provided in accordance with and to satisfy the applicable local, State and Federal guidelines and will include all necessary updates to digital records and inspection results. The tentative target start date and term for the proposed services is July 1st, 2021 through June 30, 2023, subject to negotiation of a final agreement and with a potential term extension through December 31, 2026. Currently DOH is responsible for monitoring 65 properties, but this number will increase annually.

Respondent, using its experience and knowledge of the field, and following the San Mateo County DOH-established criteria and policies and procedures, shall for each project assigned:

1. Correspond with Borrowers/Owners of properties to schedule monitoring appointments
2. Request, obtain, and review relevant documents for program compliance
3. Update and complete digital property records as needed
4. Complete monitoring forms and reports as needed
5. Provide technical assistance to Borrowers/Owners as needed and approved by the County

San Mateo Department of Housing is issuing Request for Proposal (RFP) No. DOH 042021-01 for Inspection and Monitoring of Residential Properties

The contract shall have an original term of 2 years In addition, the County shall have one (1) option to extend the term for a period of three (3) years each, which the County may exercise in its sole, absolute discretion.

COMPLIANCE WITH LIVING WAGE ORDINANCE

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Subrecipient 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.

B. Schedule

RFP Released	4/8/ 2021 5pm PST
Pre-proposal meeting	4/19/2021 https://zoom.us/j/91348673315?pwd=VlR0YmtlMGxzMWJyMjdieGk0RUZVdz09
Deadline for Questions, Comments and Exceptions	4/20/2021 4pm PST
Proposal Due Date and Time	4/23/2020 5pm PST
Interviews (tentative)	Week of 5/3/2021
Anticipated Contract Award Date	5/15/2021

II. Introduction and Schedule

A. Introduction

The Department of Housing of the County of San Mateo is responsible for ensuring that residential properties it has funded are inspected and/or monitored on a regular basis. The Contractor will perform inspection and monitoring of residential properties that have received State, Federal, and local funds administered by the County of San Mateo Department of Housing (County or DOH), including all properties with loans administered by DOH in repayment or forbearance. These services will be provided in accordance with and to satisfy the applicable local, State and Federal guidelines and will include all necessary updates to digital records and inspection results.

B. Residential Property Inspection and Monitoring Scope of Work

1. Set Up Monitoring Visit
 - a. Contact the Borrower/Owner and select a date for a monitoring visit
 - b. Confirm and update their contact information in County's data system (currently City Data Services or "CDS"); as needed
 - c. Provide a detailed letter to the Borrower/Owner with a list of the documents that will be reviewed and answer any technical questions that Borrower/Owner and directing the or direct the Borrower/Owner to update the property information in the County's Data system;
2. Review Existing Documents
 - a. Examine digital property records in the County data system for completeness;
 - b. In the event of missing information, modify the records to ensure they are complete and comprehensive;
 - c. Review existing loan documents between the Borrower/Owner and the County to ascertain loan terms, rent restrictions, and other relevant regulatory specifications of the property;
 - d. Review annual occupancy, compliance and financial reports submitted by Borrower as well as any recent DOH physical inspection records;
 - e. Note any missing or unsubmitted documents
3. Conduct Monitoring Visit
 - a. reviewing documentation requested (1.c), financial documents, tenant files
 - b. meeting with the property manager and asset manager to ask specific questions regarding the property's management practices and financial status
 - c. Record answers, complete online monitoring form, and upload documents to the County system as provided by the Borrower/Owner
4. Monitoring Reporting
 - a. Complete monitoring report for County, including a summary of the visit, general information regarding the property, the property's financial status, any outstanding payments owed to County, and any findings and concerns discovered during the visit;
 - b. Provide a draft report to the County for review and comment;
 - c. Finalize and distribute report;
 - d. Follow-up with Borrower/Owner to address any findings and concerns, as

- determined by the County, and upload records provided to resolve findings and concerns;
- e. Distribute and upload completion letter; and
5. Provide “Technical Assistance” to the relevant Borrowers/Owners and property managers for, as needed and approved by County.
 - a. Instruct relevant parties in accessing and using the County’s data system to complete and submit inspection and monitoring documents
 - b. Collaborate with the County’s data system vendor as needed
 6. Ensure Borrower/Owner compliance with applicable annual reporting on rents and occupancy
 - a. Review reports for submission in the County’s data system
 - b. Correspond with Renter/Borrower as needed to ensure compliance
 - c. Provide technical assistance as needed
 7. Complete Inspections and/or Monitoring in a timely manor
 - a. Inspections and/or monitoring visits occur according to three (3) program-year cycles.
 - b. Each property within the portfolio will be inspected and/or monitored at least once in the three (3) program-year period.
 - c. Each property in the County portfolio must be inspected and/or monitored as frequently as required by any relevant guidelines, rules. or regulations
 - d. The County may specify the specific properties to inspected or monitored within a given program year
 - e. At least one third (1/3) of properties must be inspected and/or monitored in any program year
 - f. Otherwise, the contractor may determine which properties to monitor in a given program year in order to best complete monitoring on a three-year cycle

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

The following are work tasks assumed necessary to **complete a property inspection and monitoring visit**. Proposing teams may suggest a modified scope as part of their proposal, but shall include at minimum:

A. Project Tasks and Milestones

1. Review Annual rent and occupancy reports
 - 1.1 Certify an annual submission for each property, each program year
 - 1.2 Perform outreach and request submission for any missing items
2. Update Property Records in County Data system
 - 1.1 Update personnel and contact information as needed
 - 1.2 Review property Information for accuracy and completeness
 - 1.2.1 At least 1/3 of portfolio reviewed and updated each program year, corresponding to in-person inspections
 - 1.2.2 Request Borrow/Owner input any missing or incomplete information
- 2 Desk monitoring and document review

- 2.1.1 At least 1/3 of portfolio reviewed and updated each program year, corresponding to in-person inspections
- 3 In-person inspection
 - 3.1 Perform physical inspection of rental units on-site as needed
 - 3.1.1 At least 1/3 of portfolio monitored each program year
- 4 Monitoring form completion and submission
 - 4.1 Complete all applicable forms and submit in a timely manner

Submission Requirements

A. Submission Deadline

Proposals must be electronically received by **5pm, on April 23, 2021** via Public Purchase (details below).

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

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

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

Late submissions will not be considered.

B. Pre-submission Registration

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

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

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

C. Submission via Public Purchase

1. Submit of Proposals:

1.1 Required documents

Delete or add documents to this list as required (what do you expect from the proposers in their RFP submission?)

The each of the following documents should be submitted as separate files following the instructions below:

- Technical proposal
- Fee proposal

- Minimum Qualifications Checklist
- Other documents (name them) as needed

1.2 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. Late submissions will not be considered.

1.3 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.

1.4 Format

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)
- If the proposal is lengthy please include a Table of Content
- PDF format is preferred

2. Errors in Proposals

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

D. Technical Proposal (Maximum of [4] pages)

NOTE: One (1) page of content is measured as 1-sided letter sized page.

Pages that exceed the maximum page limit will not be reviewed or scored.

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

1. Introduction and Executive Summary (up to 1 page)

Submit a letter of introduction and executive summary of the proposal. The letter must contain:

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

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

2. Statement of Minimum Qualifications (up to 1 page)

Describe how the firm meets the minimum qualifications as set forth in **Section IV. 1 - Minimum Qualifications** of this RFP.

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

3. Project Approach (up to 2 pages)

Describe the services and activities that your firm proposes to provide to the County. Include the following information:

- 3.1 Overall scope of work tasks
- 3.2 Schedule and ability to complete the project within the County's required time frame
- 3.3 Innovations that your firm will provide for this project, including but not limited to efficiency, technology and sustainability improvements

4. Firm Qualifications (up to 2 pages)

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

4.1 A brief description of the firm, as well as how any joint venture or subcontractors would be structured, listing each firm's responsibility of services

4.2 A description of not more than three (3) projects similar in size and scope prepared by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one (1) page for each project.

4.3 If joint venture or subconsultants are proposed, provide information on how they will be used in the project

6. References (up to 1 page)

Provide 2 references for the lead firm and/or lead project manager, including the name, address and telephone number of at least **one** but no more than **two** recent clients (preferably other public agencies).

7. Fee Proposal (up to 1 page)

The County intends to award this contract to the firm that it considers will provide the best overall program services. The County reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

Provide a Fee Proposal that includes the following:

- 7.1 Total fee for annual rent and occupancy report reviews of the complete portfolio, presuming 75 properties
- 7.2 Fee per individual complete property inspection/monitoring service including records review desk monitoring, in-person inspection, and document submission
- 7.3 Estimated annual cost, presuming 25 inspections/monitoring per year
- 7.4 Other Costs of Services (monthly) (e.g. operations costs, equipment leases etc)
- 7.5 Profit and Overhead

Instructions

A complete fee proposal is required from each Proposer. The fee proposal will be scored comparatively except for section 7.1 Hourly Rates.

Provide a Fee Proposal on the worksheets and with the assumptions set forth in this Fee Proposal section and **Appendix B – Fee Proposal Calculations**, which include the following:

- Fee Proposal Calculations for Year 1

- Fee Proposal Calculations for Year 2
- Fee Proposal Calculations for Year 3
- Year-over-year Summary (**below**)

Appendix B - Fee Proposal Calculations

The Fee Proposal Calculation (Year 1 through Year 3), shall provide the County with ALL COSTS the Proposer will charge to complete the work described in **Section II - Scope of Work**.

The year-over-year fee proposal (Year 1 through 3) will become the **Contract** and shall become the basis for monthly payments to the contractor.

Year-Over-Year Summary, presented in summary as listed below:

Year	Total Contract Cost (Exhibit H – Fee Proposal Calculations)
1	\$
2	\$
3	\$
Contract Total	\$

NOTE: Exceptions, modifications and omissions from the requested information will not be accepted. Deviations from the required calculations and format will result in rejection of proposal as non-responsive.

III. Evaluation and Selection Criteria

A. Minimum Qualifications (MQs)

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

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

Proposers must meet the following Minimum Qualifications:

1. Proposer shall have completed at least one (1) monitoring project within the last three (3) years for at least three (3) municipalities that serve populations of at least 50,000 people.
2. Proposer shall have completed at least (25) HOME inspection and/or monitoring visits of multifamily residential properties within the last three (3) years.
3. The Proposer must have experience in HUD HOME compliance monitoring

4. Proposer is registered and in good standing with sam.gov/SAM/

B. Selection Criteria

The proposals will be evaluated by a selection committee comprised of subject matter experts. The County intends to evaluate the proposals generally in accordance with the criteria itemized below. Up to 3 of the firms with the highest scoring proposals may be interviewed by the committee to make the final selection.

The selection committee will only review and score the Technical Proposals (Section 1 – 3 below). The Fee Proposal score will be calculated and added to the Technical Proposal score. The sum of the two (2) scores will equal the final score.

Technical Proposal (Total of 20 Points)

1. Project Approach (10 points)

- 1.1 Demonstrates a clear understanding of the project/proposed services detailed in Section II - SOW and the tasks to be performed.
- 1.2 Plan and procedure to ensure performance goals are monitored and adjusted to meet performance standards
- 1.3 Reasonableness of proposed staffing level and allocation plan.
- 1.4 Effective and cost saving innovations

2. Firm Qualifications (5 points)

- 2.1 Expertise of the firm and subconsultants in the fields necessary to complete the tasks
- 2.2 Quality of recently completed projects, including adherence to schedules, deadlines and budgets
- 2.3 Strategy for successful engagement with the County
- 2.4 Innovation that gives Proposer a competitive edge if awarded this contract
- 2.5 Results of reference checks

3. Fee Proposal (5 points)

The table below explains the method by which the fee proposal is scored. The lowest cost proposal 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 25 points are assigned to evaluate the fee proposal, Firm A offers the lowest fee proposal of \$1000 receives all 25 points. Firm B is the next lowest proposal that offers \$1200 receives a score of 20.8 points (\$1000 divided by \$1200 multiplied by 25 points). Firm C has the highest proposal that offers \$1500 and receives a score of 16.7 (\$1000 divided by \$1500 multiplied by 25 points).

[Example only]

Firm	Firm A	Firm B	Firm C
Total 3-Year Cost	\$1000	\$1200	\$1500
Calculation	-	$\frac{1000}{1200}$	$\frac{1000}{1500}$
Points Achieved %	1.0	0.83	0.66
Points (Max 25)	25	20.8	16.7

IV. Instructions to Proposers

A. Pre-Proposal Conference

Proposers are encouraged to attend a pre-proposal conference on **4/19/2021**, at **1:00 PM** to be held at **virtually**. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please post them on Public Purchase.

B. Communications

- 1.1 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.
- 1.2 Proposers may not agree to pay any consideration to any company or person to influence the award of a Contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a Contract.

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

C. Contract Award

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

1.1 Award Procedure

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

1.2 Notice of Intent to Award

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

1.3 Commencement of Performance

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

VI. Terms and Conditions for Receipt of Proposals

A. Errors, Omissions and Inquiries regarding the RFP

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

Inquiries regarding the RFP should be lodged in Public Purchase.

B. Objections to RFP Terms

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

C. Addenda

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

D. Term of Proposal

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

E. Revision of Proposal

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

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

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

F. Errors and Omissions in Proposal

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

G. Withdrawal of Proposals

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

H. No Commitment

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

I. Financial Responsibility

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

J. Estimated Quantity

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

K. Public Record

1. General

- 1.1 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.
- 1.2 Any contract arising from this RFP will be a public record.
- 1.3 Submission of any materials in response to this RFP constitutes:
 - Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
 - Waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and
 - Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
 - Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

2. Confidential Information

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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 6254.7.

L. Reservations of Rights by the County

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

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

M. No Waiver

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

N. Cooperative Agreement (Piggyback)

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

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

VII. Protest Procedures

A. Protest of Non-Responsiveness Determination

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

B. Protest of Contract Award

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

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

C. Delivery of Protests

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

Protest@smcgov.org
Subject: RFP Name and Number

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:

- Proposer shall have completed at least one (1) monitoring project within the last three (3) years for at least three (3) municipalities that serve populations of at least 50,000 people.
- Proposer shall have completed at least (25) HOME inspection and/or monitoring visits of multifamily residential properties within the last three (3) years.
- The Proposer must have experience in HUD HOME compliance monitoring
- Proposer is registered and in good standing with sam.gov/SAM/

Name of Store: Click or tap here to enter text.

Address: Click or tap here to enter text.

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

- Ability to provide Controlled Substance Prescription Forms

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 **Business Name**

DUNS No. **Business Number**:

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 – Sample Contract

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 the inspection and monitoring of residential properties that have received State, Federal, and local funds administered by the County of San Mateo Department of Housing.

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

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed [write out amount] (\$Amount). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

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

5. Termination

This Agreement may be terminated by Contractor or by the [Title of County Department Head] or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding. County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall

be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

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

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

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

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be

venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: [insert]
Address: [insert]
Telephone: [insert]
Facsimile: [insert]
Email: [insert]

In the case of Contractor, to:

Name/Title: [insert]
Address: [insert]
Telephone: [insert]
Facsimile: [insert]
Email: [insert]

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: [SERVICE PROVIDER COMPANY NAME]

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

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

C. Residential Property Inspection and Monitoring Scope of Work

8. Set Up Monitoring Visit
 - a. Contact the Borrower/Owner and select a date for a monitoring visit
 - b. Confirm and update their contact information in County's data system (currently City Data Services or "CDS"); as needed
 - c. Provide a detailed letter to the Borrower/Owner with a list of the documents that will be reviewed and answer any technical questions that Borrower/Owner and directing the or direct the Borrower/Owner to update the property information in the County's Data system;
9. Review Existing Documents
 - a. Examine digital property records in the County data system for completeness;
 - b. In the event of missing information, modify the records to ensure they are complete and comprehensive;
 - c. Review existing loan documents between the Borrower/Owner and the County to ascertain loan terms, rent restrictions, and other relevant regulatory specifications of the property;
 - d. Review annual occupancy, compliance and financial reports submitted by Borrower as well as any recent DOH physical inspection records;
 - e. Note any missing or unsubmitted documents
10. Conduct Monitoring Visit
 - a. reviewing documentation requested (1.c), financial documents, tenant files
 - b. meeting with the property manager and asset manager to ask specific questions regarding the property's management practices and financial status
 - c. Record answers, complete online monitoring form, and upload documents to the County system as provided by the Borrower/Owner
11. Monitoring Reporting
 - a. Complete monitoring report for County, including a summary of the visit, general information regarding the property, the property's financial status, any outstanding payments owed to County, and any findings and concerns discovered during the visit;
 - b. Provide a draft report to the County for review and comment;
 - c. Finalize and distribute report;
 - d. Follow-up with Borrower/Owner to address any findings and concerns, as determined by the County, and upload records provided to resolve findings and concerns;
 - e. Distribute and upload completion letter; and
12. Provide "Technical Assistance" to the relevant Borrowers/Owners and property managers for, as needed and approved by County.
 - a. Instruct relevant parties in accessing and using the County's data system to complete and submit inspection and monitoring documents
 - b. Collaborate with the County's data system vendor as needed
13. Ensure Borrower/Owner compliance with applicable annual reporting on rents and occupancy
 - a. Review reports for submission in the County's data system
 - b. Correspond with Renter/Borrower as needed to ensure compliance
 - c. Provide technical assistance as needed
14. Complete Inspections and/or Monitoring in a timely manor
 - a. Inspections and/or monitoring visits occur according to three (3) program-year cycles.
 - b. Each property within the portfolio will be inspected and/or monitored at least once in the three (3) program-year period.
 - c. Each property in the County portfolio must be inspected and/or monitored as frequently as required by any relevant guidelines, rules. or regulations
 - d. The County may specify the specific properties to inspected or monitored within a given program year
 - e. At least one third (1/3) of properties must be inspected and/or monitored in any program year

- f. Otherwise, the contractor may determine which properties to monitor in a given program year in order to best complete monitoring on a three-year cycle

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:
TBD