

REQUEST FOR PROPOSAL



On-Call Construction Management Services

San Mateo Event Center Project Development

Release Date: 02/16/2024

Responses are due and must be received

by 5:00 p.m. Pacific Daylight Time on **03/08/2024**

Dana Stoehr, CEO
San Mateo Event Center
2495 S. Delaware Street
San Mateo, CA 94403
Email: dstoehr@smcec.co

**REQUEST FOR PROPOSALS
FOR
ON-CALL CONSTRUCTION MANAGEMENT SERVICES**

**PROPOPSALS WILL NOT BE ACCEPTED AFTER
THE DUE DATE AND TIME POSTED**

Note regarding the Public Records Act:

Government Code Sections 6250 *et seq.*, the California Public Records Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record 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.

Be advised that any contract that eventually arises from this Request for Proposal is a public record in its entirety. Also, all information submitted in response to this Request for Proposal is itself a public record **without exception**. Submission of any materials in response to this Request for Proposal constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the San Mateo Event Center Event Center if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the Event Center for release of such information.

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SECTION I – GENERAL INFORMATION

A. STATEMENT OF INTENT

As outlined in greater detail in Section II – Scope of Work, this Request for Proposal (RFP) is to provide professional construction management services, and participation in the project design/construction processes as needed for three construction projects located at the San Mateo Event Center, with the Cypress Hall Restroom project, to be the first and foremost project to be immediately assigned to the selected proposer(s).

The projects are identified with proposed budgets as:

- Project 1, Cypress Restroom – Budget \$800,000- \$1,000,000 (Architectural design complete)
- Project 2, Redwood Hall Resiliency and Community Kitchen Project (partial county, state, and Event Center funding) - Budget \$13,000,000
- Project 3, Relocation, and enhancement of RV camping area with hookups with solar canopies –Budget \$5,000,000

These services include but are not limited to assuring that all construction elements and systems work individually and together as intended and required. Construction Management shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations.

This On-Call Service Contract will be managed by the San Mateo Event Center staff and individual Task Orders will be issued in conjunction with this contract and may be issued on a full or part-time basis depending on the needs of the Event Center. Projects may include new construction, renovations to existing construction, tenant improvements, and existing/future site assessments. Proposers will report to the CEO and work as an integral part of the project team and shall report to the CEO, Event Center, and State officials and stakeholders. The target start date and term for the proposed services are subject to negotiation of a final agreement and through to the completion of the project. CEO intends to bring under contract one on-call firm to start providing services on an as-needed basis as contracts are executed.

B. BACKGROUND

The Project Development Team and Event Center CEO manage the development of all concepts, programming, procurement, budget, and designs in addition to the construction phase of each project. The Event Center's focus is quality construction and sustainable building design for each project. The Event Center also requests high standards to ensure all projects are safe and accessible to guests and clients of Event Center spaces, stakeholders, the general public, and the Event Center employees. The projects associated with the request, range from \$800,000-13 million.

C. THE REQUEST FOR PROPOSAL PROCESS

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

SECTION II – SCOPE OF WORK

A. DESCRIPTION

Firms(s) shall provide professional Construction Management services continually throughout the life of the project(s) they are selected to perform duties on and assure that all construction elements and

systems work individually and together as intended and required. Construction Management shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations.

Design services

- Cost estimates (hard and soft costs)
- Prepare oversee and maintain budgets for each project
- Value engineering
- Review of building systems
- Formal constructability review
- Consideration of life cycle costs, Bidding / D-B RFQP assistance
- Stimulate bid/proposal interest
- Pre-qualify / Qualify, bids/ proposals including evaluation of bonds, insurance coverage and financial capability
- Clarify the scope of each trade.
- Assistance with possible pre-purchase of long lead materials
- Assist in the conduct of pre-bid / pre-proposal and pre-construction meetings

Construction and Inspection services

- Work with Owner, Owner's Representative (Event Center), Architect, and General Contractor to clearly define roles and responsibilities during construction and develop a construction management plan.
- Coordinate the work of the General Contractor without interfering in the progress of the project and make them a part of the project team.
- Manage and conduct meetings with the Owner, Owner's Representative, Architect, and General Contractor and produce minutes from each meeting. Assure that the project is on schedule and if not, develop recovery plans with the General Contractor.
- Establish notification procedures for any shutdowns of utilities for the progress of the work.
- Coordinate the testing and inspection of the project and review test reports and make recommendations as necessary
- Coordinate the activities of the multiple contracts between projects to assure that they are not interfering with each other.
- Produce monthly cost reports to monitor the current and project final costs of the project. Prepare cash flow projections as needed
- Provide administrative assistance to manage the filing systems, meeting minutes and the office.
- Develop and maintain correspondence logs
- Review and make recommendations on change order requests from the General Contractor. Determine if the requests are legitimate
- Review any Owner or design team document changes and prepare cost estimates for each.
- Maintain a change order log reflecting the status of each change order and the total cost of changes
- Develop and maintain submittal and shop drawing logs. Review both as they are received before transmittal to the design teams to assure that they are complete and accurate.
- Develop and maintain a Request for Information (RFI) logs. Coordinate and track responses with the design teams
- Produce weekly management report summary defining the progress of the work including change orders, RFI's, submittals, schedule and potential claims. Produce a more detailed monthly report of the same items
- Review the monthly payment requests for completeness and accuracy including proper payroll documentation and lien releases are in order and make recommendation for payment to Owner.
- Monitor the construction schedule provided by the General Contractor
- Provide progress photos and video taping of the project on a regular basis
- Review any potential claims. If any are received, review them and make recommendations

- Field inspection to evaluate work in progress to confirm that it conforms to the contract documents. Event Center seeks generalist inspection skills related to building systems such as mechanical, electrical, plumbing and telecommunications. Event Center may also want the Construction Manager to satisfy the inspection requirements for essential service facility rating of the buildings
- Schedule Event Center and special inspections
- Work with all stakeholders, local and government agencies to keep them informed of the progress of the project. Meet with them as required
- Monitor the General Contractors' safety program
- Prepare in conjunction with the design team and Owner all punch-lists. Monitor the completion of the punch-lists by the General Contractor
- Coordinate and receive all close-out items including as-built drawings, operation and maintenance manuals, and warranties as required
- Assist with resolving all contract issues, warranties, bonds, etc. at closeout of project
- Prepare a final close out report with recommendation as to final payment, notice of completion, and file system for retrieval of closeout documentation
- Assist the Event Center with obtaining occupancy permit
- Assist with commissioning the building and owner training

The Event Center's CEO may request from the consulting firm any and all of the above tasks, according to the nature of the project assigned. The firm must be staffed as to render these services expeditiously upon request. The selected consultant(s) will become an integral member of the Event Center's CEO projects implementation team. The consultant(s) final selection is pending Event Center Board of Supervisor's approval of negotiated service agreements.

Proposals will be considered only from consultants who can demonstrate the following minimum qualifications:

1. Consulting firm has demonstrated experience as well as in-house resources necessary to effectively provide the required services. The firm's personnel assigned to projects shall have extensive construction management experience with large and municipal projects within the last five years in the Bay Area. Proposal shall indicate their personnel's name, title, and responsibility along with resumes listing the following project specifics:

- a) Title of project
- b) Type of facility
- c) Name of the entity
- d) Location
- e) Brief description of the project
- f) Project Cost
- g) Competition or project completion date
- h) Client's names and means of contact

2. Firms shall have extensive knowledge of available project delivery systems allowed under California Public Contract Code and make such recommendations as to their applicability as appropriate.

3. Consultant and staff shall be knowledgeable of all applicable building codes, Americans with Disabilities Act, federal, state, and local by-laws as applicable, including sustainability, conservation, and practice of LEED principles and certification processes.

4. Firms shall be capable of meeting the schedule set by the San Mateo Event Center Project Development team.

B. COMPENSATION and LENGTH OF AGREEMENT

Firm(s) selected will be offered a NOT-TO-EXCEED contract in the amount of \$1,400,000 (One million Four Hundred Thousand Dollars and no cents). The Project Development Team will assign

independent task orders as services are needed that will be subtracted from the overall not-to-exceed amount.

The anticipated duration of the agreement will be for 3 years, with the term tentatively to begin Spring 2024.

SECTION III – GENERAL TERMS AND CONDITIONS

Read all Instructions. Read the entire RFP and all enclosures before preparing your proposal.

Proposal Costs - Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the Event Center or otherwise reimbursed by the Event Center.

Proposal Becomes Event Center Property - The RFP and all materials submitted in response to this RFP shall become the property of the Event Center.

Questions and Responses Process - Submit all questions relating to this RFP to the contact noted in Section IV.

Addendums, additional information, responses to questions, and changes to this RFP - If warranted, will be posted to the SMCEC website smcec.co. It is the responsibility of each proposer to check the website for changes and/or clarifications to the RFP before submitting a response. A proposer's failure to do so will not provide grounds for protest.

Alteration of Terms and Clarifications - No alteration or variation of the terms of this RFP is valid unless made or confirmed in writing by the Event Center. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the Event Center.

Ambiguities, Conflicts, Discrepancies, Omissions, or other error(s) in the RFP - The proposer must immediately notify the Event Center of such items in question in writing as outlined within this RFP and request modification or clarification of the document. If a proposer fails to notify the Event Center of an ambiguity, conflict, discrepancy, omission or other error in the RFP as prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or Clarifications to the RFP - Will be posted to the SMCEC website www.smcec.co as outlined above without divulging the source of the request for same. The Event Center may, at its discretion, also give electronic notice by email to all parties who have notified the Event Center of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

Selection of Consultant(s) - The selection of consultant(s) will be retained in the form of an "Event Center Agreement with Independent Contractor" (see the enclosed sample of the Standard Contract Template), authorized by a resolution of the Event Center Board and signed by both parties.

The Event Center reserves the right to reject any or all proposals without penalty. The Event Center's waiver of any deviation in the proposal shall in no way modify the RFP documents or excuse the proposer from full compliance with any eventual contract.

Once the consultant(s) are selected, the Agreement with that consultant(s) must still be negotiated and submitted to the San Mateo Event Center Board for approval, and there is no contractual agreement

between the selected consultants unless and until the Board approves and the Event Center executes the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to Event Center leadership by way of an Agreement does not constitute an offer, and proposers acknowledge by submission of a proposal that no agreement is final unless and until approved by the Board.

Equal Benefits - 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.

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

Incomplete Proposals May be Rejected - If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.

Contact with Event Center Employees - As of the issuance date of this RFP and continuing until the final date for submission of proposals, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any Event Center employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any proposer 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.

Proposers should submit questions or concerns about the process as stated in section 4. The proposer should not otherwise ask any Event Center employees questions about the RFP or related issues, either orally or by written communication unless invited to do so.

Group Purchasing Organization Participation - Proposers should keep in mind that the Event Center is a participant in more than one Group Purchasing Organization (GPO), and this RFP is open to those who provide services under a GPO. Proposers should ensure their proposals are as competitive as possible while also providing the highest quality services in order to be considered viable consultants for the listed services. The Event Center reserves the right to use GPO consultants if doing so is in the Event Center's best interest, as determined solely by the Event Center, even if that consultant does not submit a proposal in response to this RFP.

Proposal Fees - Proposers may elect to present their proposal fee in a way that they deem more competitive. General guidelines for different methods are below:

Reimbursables - If the work authorized is based on time, equipment, and materials (T&M), all reimbursable services shall require advanced authorization, in writing. All reimbursements are on an actual-cost basis. When invoicing for reimbursable costs, detailed backup shall be provided to the Event Center, including detailed material or equipment fees, receipts, hourly rates, time spent on tasks, and a description of the task ("Detailed Backup"). Use of sub-consultants, previously authorized in writing, must also present Detailed Backup.

Office overhead should be calculated into the line items within the classifications of the professional rate schedule and cannot be billed separately. Overhead includes but is not limited to accounting functions, office functions, certified payroll compliance, office equipment, phone calls, maintaining books and records, filing, word processing, dictation, office overhead, etc.

Deliverables in the original or electronically are not reimbursable (reports, photos, drawings, etc.), except when additional hard copies are required.

Travel Costs - There are general guidelines regarding contractor travel reimbursement rates that will apply. Please review the attached sample contract.

Sub-consultants - All requirements of this RFP shall apply to any proposed sub-consultant unless compliance is waived in writing by the Event Center in its sole discretion.

Miscellaneous - This RFP is not a commitment or contract of any kind. The Event Center reserves the right to pursue any and/or all ideas generated by this RFP. The Event Center reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the Event Center. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the Event Center assumes no liability for any unintentional errors or omissions in this document. The Event Center reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the Event Center. Finally, the Event Center may revise or clarify aspects of the required services after proposals are submitted by communicating directly to some or all of the consultants that submitted proposals.

The terms and conditions of this RFP, including any addendum, shall become a part of any agreement resulting from this RFP.

SECTION IV – REQUEST FOR PROPOSAL PROCEDURE

This section describes the general RFP procedure used by the Event Center, and the remaining sections of this RFP list detailed requirements.

A. CONTACT PERSON

The contact person at the Event Center for questions and proposal submissions for this RFP is:

Dana Stoehr, CEO
650-931-3305
Email: dstoehr@smcec.co

B. TENTATIVE SCHEDULE OF EVENTS

Dates are subject to change

EVENT	DATE
Release Request for Proposal	2/16/2024
Deadline to submit questions to the Event Center	2/21/2024
Last addendum posted by	2/22/2024
Proposal Submission Deadline (5:00 PM on the due date)	3/08/2024
Review proposals	3/11/2024
Selected Firm(s) Announced by CEO	3/12/2024
Contract Phase – Approval by Board of Directors	3/27/2024

C. SUBMISSION OF PROPOSALS

By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined at the sole discretion of the Event Center. The Event Center reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a contractor, if any.

All responses must be received by the stated date and time in order to be considered for award. The Event Center will not be responsible for late proposals. Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the Event Center, as determined in the sole discretion of the Event Center.

D. CONFIDENTIALITY OF PROPOSALS

California Government Code Sections 6250 et seq. (the "California Public Records Act" or the "Act") defines a public record as any writing containing information relating to the conduct of the public business. The 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 materials submitted in response to this RFP are subject to the California Public Records Act.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the Event Center if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the Event Center for release of such information.

If the Event Center receives a request for any portion of a document submitted in response to this RFP, the Event Center will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the Event Center reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the Event Center and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

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

E. PROPOSAL EVALUATION

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the Event Center may require a proposer's representative to answer specific questions orally and/or in writing. The Event Center may also require a visit to the proposer's offices, other field visits or observations by Event Center representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm(s) will be recommended by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation will be focused on factors such as cost, past performance/ references, and qualifications.

Responses to this RFP must adhere to the format for proposals detailed in Section V - PROPOSAL SUBMISSION REQUIREMENTS. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

- Qualifications and experience of the entity, including capability and experience of key personnel and experience with other public or private agencies to provide these services.
- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- Customer service
- History of successfully performing services for public or private agencies
- Ability to meet any required timelines or other requirements
- Claims and violations against you or your organization
- Cost to the Event Center for the primary services described by this RFP
- References
- Compliance with Event Center RFP and contractual requirements

The Event Center may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the Event Center. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the Event Center may, in its sole discretion, correct errors or

contact a proposer for clarification.

Note - The Event Center reserves the right to evaluate proposals solely based on each consultant's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the Event Center. Your proposal must be complete without relying on external websites, sales brochures, marketing materials or white papers. The Event Center reserves the right to accept proposals, which may not necessarily be the lowest cost.

F. PROPOSAL RECOMMENDATION

The Evaluation Committee will recommend consultants or consultants or may recommend that the proposals be rejected. The Event Center will then make its own decision as to whether to accept or reject the recommendations from the Evaluation Committee. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the Event Center, notwithstanding any recommendations made by the Evaluation Committee. The Event Center reserves the right to negotiate with any consultants to finalize an agreement in relation to the proposer's response.

G. NOTICE TO PROPOSERS

The Event Center is not required to give notice to proposers in any specific format or on any timeline. At some point prior to execution of a final agreement for the requested services, the Event Center will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of the Event Center.

H. PROTEST PROCESS

If a proposer desires to protest the selection decision, the proposer must submit, by USPS mail, a written protest within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to the Project Development Team as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the proposer, identify the RFP service requested, and must state all the specific grounds for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The Event Center will respond to a protest within 14 business days of receiving it, and the Event Center may, at its election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision of the Event Center will be final. The protest letter must be addressed as follows, with a copy to the Event Center Contact Person:

Dana Stoehr

San Mateo Event Center Event
Center
2495 S. Delaware Street
San Mateo, CA 94403

SECTION V – PROPOSAL SUBMISSION REQUIREMENTS

The proposal should be submitted in the following format:

GENERAL INSTRUCTIONS

All proposals should be in type-format and have a table of contents, cover letter, tabs 1 – 8 (at a minimum), and page numbering.

All proposals should adhere to the specified content and sequence of information described by this RFP. Provide the same information requested, for any consultants you intend to team with on this project.

The RFP response will be submitted to the Event Center Contact Person in the form of **one (1) hard copies and one (1) electronic copy**. Clearly mark on the envelope or cover of your RFP response.

A. COVER LETTER

Provide a one-page cover letter on your letterhead that includes your address, phone number and e-mail address of the contact person or persons. List the name and title of each person authorized to represent the proposer in negotiations.

Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

B. SPECIFIED CONTENT AND DETAILED SEQUENCE OF INFORMATION IN THE RFP

Each proposal should include sections addressing the following information in the order shown in the following section. The proposer should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, the Event Center to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently- detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful, should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in Section IV.

C. TABBING OF SECTIONS

TAB 1 Qualifications and Experience:

- 1) Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
- 2) How many full-time employees (FTEs) are you capable of assigning if you are selected?
- 3) How many people in total are employed by your company? Delineate between employees and consultants.
- 4) If applicable, list the professional qualifications for every individual(s) that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training, and any professional certifications and/or licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

TAB 2 Philosophy and Service Model:

This section describes your philosophy and service model for meeting the services required by this RFP. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (including planning for absences and back-up coverage, training, background checks, and staff monitoring, etc.), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

- 1) Describe how you will fulfill the needs of the Event Center described in this RFP. Attach a project plan, if appropriate.
- 2) Identify how you will meet the requirements of the scope of work and related requirements stated in the RFP. List any items that you cannot provide.
- 3) In the event of the identification of a problem by the Event Center, its clients and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

TAB 3 Project Experience:

Provide the Event Center with a listing of relevant projects completed by principals in your firm in the past five years, at a minimum. The list should include:

- 1) Title of project
- 2) Name of the entity
- 3) Brief description of the project, including value
- 4) Clients names and contact information

TAB 4 Claims, Licensure, Non-Discrimination, and Health Insurance Portability and Accountability Act (HIPAA) Violations Against Your Organization:

List any current licensure, HIPAA, non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against you.

TAB 5 Proposal Fee and Professional Rates:

- 1) Provide a fee for all costs associated in providing the requested services, if your firm is selected. This fee should be in the form of Time and Materials.
- 2) For all fee structures, include the classification of personnel and the hourly rate for each classification.
- 3) List any additional services that you foresee may be necessary, if any, and list the proposed costs for such services.

TAB 6 References:

List at least three business references for which you have recently provided similar services, not already named in Tab 3. Include contact names, titles, phone numbers and e-mail.

TAB 7 Statement of Compliance with Event Center Contractual Requirements:

A sample of the Event Center's standard contract (including Exhibits A and B) is attached to this RFP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the Event Center's standard contract, including but not limited to the following:

- 1) The Event Center non-discrimination policy
-

- 2) The Event Center's equal employment opportunity requirements
- 3) Event Center requirements regarding employee benefits
- 4) The Event Center jury service pay ordinance.
- 5) The hold harmless provision
- 6) Event Center insurance requirements
- 7) All other provisions of the standard contract

In addition, the proposer should include a statement that it will agree to have any disputes regarding the contract venued in San Mateo Event Center or Northern District of California.

The proposal must state any objections to any terms in the Event Center's contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, the Event Center will assume the proposer is prepared to sign the Event Center standard contract template as-is.

NOTE: The sample Standard Contract Template enclosed with this RFP is a template and does not constitute the final agreement to be prepared for the selected service consultants. Do not insert any information or attempt to complete the enclosed sample contract template. Once firm(s) are selected, the Event Center will work with the selected consultants to draft a consultant-specific contract using the template. However, each proposal should address the general terms of the standard contract as requested within this RFP.

SECTION VI – ENCLOSURES

Enclosure 1 Sample of Standard Contract Template (Begins Page 16)

Agreement No. _____

SAMPLE AGREEMENT BETWEEN THE SAN MATEO EVENT CENTER AND [Contractor name]

This Agreement is entered into this _____ day of _____, 20_____, by and between the San Mateo Exposition and Fair Association, dba San Mateo Event Center Event Center, hereinafter called "Event Center," and [Insert contractor legal name here], hereinafter called "Contractor."

* * *

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

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

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

1. Exhibits and Attachments

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Compliance with 504 of the Rehabilitation Act of 1973
- Attachment IP – Intellectual Property
- Attachment II – Travel

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 Event Center 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, Event Center shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. Event Center reserves the right to withhold payment if Event Center determines that the quantity or quality of the work performed

is unacceptable. In no event shall Event Center's total fiscal obligation under this Agreement exceed \$1,400,000.00 (One-Million Four Hundred Thousand Dollars). In the event that the Event Center makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the Event Center 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 April 1, 2024, through April 1, 2027.

5. Termination

This Agreement may be terminated by Contractor or by the CEO of Event Center 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.

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

Event Center may terminate this Agreement for cause. In order to terminate for cause, Event Center 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, Event Center 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 Event Center provides notice of an alleged breach pursuant to this section, Event Center may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. Event Center has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and Event Center 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 Event Center and shall be promptly delivered to Event Center. 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 Event Center and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of Event Center employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless Event Center 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 Event Center 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 Event Center has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

b. Intellectual Property Indemnification

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

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless Event Center from and against

all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the Teamed States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) Event Center notifies Contractor promptly in writing of any notice of any such third-party claim; (b) Event Center cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without Event Center's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on Event Center, impair any right of Event Center, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of Event Center without Event Center's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes Event Center's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for Event Center the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to Event Center under this Section to the extent any otherwise covered claim is based upon:

(a) any aspects of the services under this Agreement which have been modified by or for Event Center (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by Event Center in a manner prohibited by this Agreement.

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

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of Event Center. Any such assignment or subcontract without Event Center's prior written consent shall give Event Center 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 Event Center’s Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish Event Center 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 Event Center of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers’ Compensation and Employer’s Liability Insurance

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

c. Liability Insurance

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

(a) Comprehensive General Liability...	\$1,000,000
(b) Motor Vehicle Liability Insurance...	\$500,000
(c) Professional Liability	\$1,000,000

Event Center 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 Event Center and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the Event Center 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, Event Center,

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, Event Center, 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 Event Center 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, Event Center, 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

The 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. The contractor's equal employment policies shall be made available to the Event Center 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 Event Center'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 Event Center 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 Event Center.

g. Reporting: Violation of Non-discrimination Provisions

Contractor shall report to the Event Center 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 Event Center 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 Event Center 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 Event Center Manager.

To effectuate the provisions of this Section, the Event Center 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 Event Center.

13. Retention of Records: Right to Monitor and Audit

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

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

14. Merger Clause: Amendments

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

15. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Contract will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

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 held and in the jurisdiction of either in the San Mateo Event Center Superior Court or in the Teamed 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 Teamed 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 the Event Center, to:
Attn: CEO San Mateo Event Center Event Center
2495 S. Delaware Street. San Mateo, CA 94403
Ph: 650-574-3247/ email: dstoehr@smcec.co

In the case of the Contractor, to:
Attn:
Address:
Phone:
Email:

18. Electronic Signature

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

19. Payment of Permits/Licenses

The contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at the Contractor's own expense prior to the commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

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

- a. Estimated travel expenses must be submitted to authorized Event Center personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the Event Center.
- c. Unless otherwise specified in this section, the Event Center will reimburse Contractor for reimbursable travel expenses for days when services were provided to the Event Center. Contractor must substantiate in writing to the Event Center the actual services rendered and the specific dates. The Event Center will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the Event Center, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized Event Center personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo Event Center. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal, and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., for work done in San Mateo at the San Mateo County Event Center as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). Event Center policy limits the reimbursement of lodging in designated high-cost-of-living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high-cost-of-living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the Event Center). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized Event Center personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train, or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare or rideshare is limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to airfare, lodging, car rental, taxi/ride-share plus tips, tolls,

incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, Event Center of San Mateo Mileage reimbursement is based on Federal reimbursement rate. The Event Center will not reimburse for alcohol.

h. Reimbursement of tips is limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

21. Prevailing Wage

Prevailing wage refers to all three public projects included in this RFP.:

Refer to link for FAQ. https://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html#q1 When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq.

A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request. Additionally;

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

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

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)

EVENT CENTER OF SAN MATEO

By:

CEO, San Mateo Event Center

Date:

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services: Selected firms will be required to perform the following scope of services:

Firms(s) shall provide professional Construction Management services continually throughout the life of the project(s) they are selected to perform duties on and assure that all construction elements and systems work individually and together as intended and required. Construction Management shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations.

Design services

Cost estimates (hard and soft

costs) Value engineering

Review of building systems

Formal constructability

review

Consideration of life cycle costs, Design, Bidding / D-B RFQP

assistance Stimulate bid/proposal interest.

Pre-qualify / Qualify, bids/ proposals including evaluation of bonds, insurance coverage and financial capability.

Clarify the scope of each trade.

Assistance with possible pre-purchase of long lead materials.

Assist in the conduct of pre-bid / pre-proposal and pre-construction meetings.

Construction and inspection services

Work with Owner, Owner's Rep, Stakeholders, Architect, and General Contractor to clearly define roles and responsibilities during construction and develop a construction management plan.

Coordinate the work of the General Contractor without interfering in the progress of the project and make them a part of the project team.

Manage and conduct meetings with the Owner, Architect, and General Contractor and produce minutes from each meeting. Assure that the project is on schedule and if not, develop recovery plans with the General Contractor.

Establish notification procedures for any shutdowns of utilities for the progress of the work.

Coordinate the testing and inspection of the project and review test reports and make recommendations as necessary.

Coordinate the activities of the multiple contracts between projects to assure that they are not interfering with each other.

Develop and oversee all project budgets. Produce monthly cost reports to monitor the current and project final costs of the project. Prepare cash flow projections as needed.

Provide administrative assistance to manage the filing systems, meeting minutes and the office. Develop and maintain correspondence logs.

Review and make recommendations on change order requests from the General Contractor. Determine if the requests are legitimate.

Review any Owner or design team document changes and prepare cost estimates for each. Maintain a change order log reflecting the status of each change order and the total cost of changes.

Develop and maintain submittal and shop drawing logs. Review both as they are received before transmittal to the design teams to assure that they are complete and accurate.

Develop and maintain a Request for Information (RFI) logs. Coordinate and track responses with the design teams.

Produce weekly management report summary defining the progress of the work including change orders, RFI's, submittals, schedule, and potential claims. Produce a more detailed monthly report of the same items.

Review the monthly payment requests for completeness and accuracy including proper payroll documentation and lien releases are in order and make recommendations for payment to Owner.

Monitor the construction schedule provided by the General Contractor. Provide progress photos and videotaping of the project on a regular basis.

Review any potential claims. If any are received, review them, and make recommendations.

Field inspection to evaluate work in progress to confirm that it conforms to the contract documents. Event Center seeks generalist inspection skills related to building systems such as mechanical, electrical, plumbing, and telecommunications. Event Center may also want the Construction Manager to satisfy the inspection requirements for essential service facility rating of the buildings.

Schedule Event Center and special inspections.

Work with all local and government agencies to keep them informed of the progress of the project. Meet with them as required.

Monitor the General Contractors' safety program.

Prepare in conjunction with the design team and Owner all punch-lists. Monitor the completion of the punch-lists by the General Contractor.

Coordinate and receive all close-out items including as-built drawings, operation and maintenance manuals, and warranties as required.

Assist with resolving all contract issues, warranties, bonds, etc. at closeout of project.

Prepare a final close out report with recommendation as to final payment, notice of completion, and file system for retrieval of closeout documentation.

Assist the Event Center with obtaining occupancy permit.

Assist with commissioning the building and owner training. The Event Center's CEO may request from the consulting firm any and all of the above tasks, according to the nature of the project assigned. The firm must be staffed to render these services expeditiously upon request.

The selected consultant(s) will become an integral member of the Event Center's capital projects implementation teams shown below. The consultant(s) final selection is pending Event Center Board of Supervisor's approval of negotiated service agreements.

Proposals will be considered only from consultants who can demonstrate the following minimum qualifications:

1. Consulting firm has demonstrated experience as well as in-house resources necessary to effectively provide the required services. The firm's personnel assigned to projects shall have extensive construction management experience with Green Field projects within the last five years in the Bay Area and ten years in the State of California.

Proposal shall indicate their personnel's name, title, and responsibility along with resumes listing the following project specifics:

- a) Title of project
- b) Type of facility
- c) Name of the entity
- d) Location
- e) Brief description of the project
- f) Project Cost
- g) Competition or project completion date

h) Client's names and means of contact.

2. Firms shall have extensive knowledge of available project delivery systems allowed under the California Public Contract Code and make recommendations as to their applicability as appropriate.

3. Consultant and staff shall be knowledgeable of all applicable building codes, Americans with Disabilities Act, federal, state, and local by-laws as applicable, including sustainability, conservation, and practice of LEED principles and certification processes.

4. Firms shall be capable of meeting the schedule set by the San Mateo Event Center Project Development Team.

Exhibit B

In consideration of the services provided by the Consultant described in Exhibit A and subject to the terms of the Agreement, the Event Center shall pay the Contractor based on the following mutually agreed fee schedule and terms provided by the Contractor and memorialized by a formal Agreement with the Event Center:

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Title of Authorized Official:

Date:

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment IP

Intellectual Property Rights

1. The San Mateo Event Center (“Event Center”), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively “Vendors”) for the Event Center under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the Event Center.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the Event Center’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the Event Center, shall assign to the Event Center all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting Event Center’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the Event Center.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the Event Center commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the Event Center and the copyright of which is vested in the Event Center.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the Event Center, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the Event Center all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the Event Center requests cooperation of Contractor to perfect the Event Center’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the Event Center in the Work Products with no additional charges to the Event Center beyond that identified in this Agreement or subsequent change orders. The Event Center, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the Event Center’s titles, rights, and interests in Work Products are preserved and protected as intended herein.

Issued by San Mateo Event Center