



## **County of San Mateo**

### **Request for Proposals (RFP) for San Mateo County Housing Element Rezoning Program**

#### **Planning and Building**

RFP No. PLN25-0120

**RFP Contact:** Will Gibson  
[wgibson@smcgov.org](mailto:wgibson@smcgov.org)

## **1. Introduction and Schedule**

The County of San Mateo (the “County” or “SMC”) covers most of the San Francisco Peninsula. The region covers 744 mi and is home to nearly 800,000 residents and 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.

### **1.1. Summary**

The County of San Mateo Planning and Building Department (Department) seeks proposals from professional consulting services with the expertise and technical qualifications to manage all aspects of the creation and adoption, including environmental review, of new high-density residential zoning districts and associated General Plan Land Use designations to allow and require high-density residential development and/or primarily residential mixed use development in four unincorporated County areas, in order to implement the Rezoning Program in the County’s 2023-2031 Housing Element and facilitate new residential development to meet the County’s Regional Housing Needs Allocation (RHNA) for Housing Element Cycle 6.

### **1.2. Background**

The Rezoning Program in the County's 2023-2031 Housing Element identifies various parcels in four unincorporated County areas which are proposed for rezoning and amendments to General Plan Land Use designations to allow high density housing, in order to address an identified shortfall in residential development capacity required to meet the County Regional Housing Needs Allocation (RHNA). In addition to the parcels directly identified in the Housing Element, a number of other parcels are also proposed for rezoning in this areas, in order to achieve consistent and contiguous zoning districts: in total, 137 parcels in four County areas, constituting approximately 50 acres are proposed for rezoning. The parcels are located in unincorporated Colma, Broadmoor (unincorporated Daly City), the Harbor Industrial Area (unincorporated Belmont), and in the unincorporated Midcoast community in the County’s Coastal Zone. The parcels are shown in the attached maps. (Note that the full list of parcels for rezoning may be refined in the early stages of the project).

The County’s 2023-2031 Housing Element was adopted by the County Board of Supervisors, and is under review by the California Department of Housing and Community Development. The adopted Housing Element is available [here](#). The Housing Element Sites Inventory and Rezoning Program, describing the County’s existing residential development capacity, RHNA shortfall, and parcels proposed for rezoning, are summarized in Program 11.2 on page 41 of the Housing Element, described in greater detail beginning on page 84, and presented with full background information and analysis in Appendix E. The full list parcels to be rezoned as part of this project, including parcels not included in the Housing Element Rezoning Program, are listed in the attachments.

The outcome of this project will be a newly created and adopted zoning district or districts, and a new General Plan Land Use designation, providing for streamlined development of high-density housing, ministerially permitted and subject to only objective design and development standards. The General Plan Land Use designation amendments will describe the basic range of allowed use types in the identified areas, and define the minimum and maximum allowed densities, consistent with County practice. The zoning amendments will comprise a full set of all other necessary development standards, including specific allowed uses, height, bulk, lot coverage, parking requirements, basic design parameters, permit and approval requirements, and all other typical elements of zoning regulations.

The selected consultant(s) will partner with County staff to manage all phases of drafting and adopting new zoning regulations and General Plan land use designations to allow and require high density residential and/or residential mixed-use development on all parcels identified in the Rezoning Program. While the regulations created and adopted through this project will constitute new zoning chapters, they may be substantially based on the County's existing Commercial Mixed Use zoning regulations (CMU-1, CMU-2, and CMU-3), which are available in the County's [Zoning Regulations](#).

Because several of the parcels identified for rezoning are within the County's Coastal Zone, California Coastal Commission review and approval of a subset of the zoning and land use designation amendments will be required. The Coastal Commission approval process will constitute a distinct and final phase of this project (described in Task 8 of the Scope of Services), to follow final local adoption of the various amendments and completion of environmental review. As such, the project will necessarily be comprised of two successive phases:

- 1) drafting, review, and local adoption of all zoning and General Plan amendments, in both the non-Coastal (Bayside) and Coastal (Coastside) areas, concluding with Board of Supervisors adoption of the amendments and certification of associated environmental review, and
- 2) all additional materials, submittals, information, hearings and other requirements for the Coastal Commission's subsequent review of the Coastside parcels only, including any modifications, supplemental environmental review, and other work required to achieve Coastal Commission approval.

In addition, a portion of the unincorporated Colma area is included in the Colma BART Area Specific Plan. While it is not anticipated that any substantial amendments to the Specific Plan will be required to accomplish the goals of this project, review of the Specific Plan and identification of any necessary amendments will be a required component of the project.

The work is generally anticipated to include, but may not be limited to:

- Creation of draft and final zoning regulations and General Plan Land Use designations, adopting materials, and other collateral materials, including draft and final zoning and General Plan map and text amendments, and submittal materials for Coastal Commission review
- Creation of materials for public outreach and local advisory committee, Planning Commission, Board of Supervisors and Coastal Commission hearings
- Create public outreach program and manage and facilitate public outreach, both in-person and virtual
- Creation of online project materials
- Coordination with elected and appointed officials to present recommendations and obtain feedback
- Coordination with Coastal Commission staff
- Full environmental review, anticipated to include a full Environmental Impact Report, and all associated materials, noticing, scoping, and submittal of documents required by the California Environmental Quality Act

Because the parcels identified for rezoning are in four distinct County areas, ideas and opportunities for consolidation of outreach and other work on the rezonings across geographies are important considerations.

Additionally, because this project is a required component of the County's Housing Element and is mandated by State law, the timeline of the project is critical, and the speed and efficiency of the work is also a crucial consideration. The anticipated general timeline is approximately 6 months for the first phase of the project, including local adoption of all amendments and certification of the EIR, followed by an additional roughly 4 months for the Coastal Commission review and adoption phase of the project. Periodic and recurring deliverables described in the scope of services below are assumed to be ongoing for 10-12 months at minimum.

### **1.3. Contact Information**

**Project Contact:**

**William Gibson**

Planner

Email: [wgibson@smcgov.org](mailto:wgibson@smcgov.org)

**Department:**

Planning and Building

**Department Head:**  
Steve Monowitz  
Director

**1.4. Timeline**

<b>RFP Released</b>	January 21, 2025
<b>Pre-Proposal Meeting (Mandatory)</b>	February 4 2025
<b>Deadline for Questions, Comments and Contract Exceptions</b>	February 17 2025
<b>Proposal Due Date and Time</b>	February 28 2025
<b>Interviews (tentative)</b>	March 17-19 2025
<b>Anticipated Contract Award Date</b>	May 5, 2025

**2. Scope of Work**

**2.1. Project Kick-off**

The consultant(s) and County staff will review, refine, and finalize the work scope and project schedule. This initial meeting will allow a high-level discussion regarding the goals of the project, opportunities and constraints, and background information associated with the proposed zoning and land use amendments. Relevant reference documents will be shared in advance of the kick-off meeting.

Deliverables to include:

- Kick-off meeting with staff
- Meeting summary memorandum (one meeting)

**2.2. Project Management and Coordination**

Communication and coordination between the consultant and County staff, including meetings, phone conferences, email exchanges, and other communications to ensure timely delivery and adoption of the

rezoning and General Plan land use designation amendments. Proposals should identify the number of meetings anticipated and expectations for County staff. Strategies or practices to ensure clear and timely communication and effective project coordination should be described. Management and coordination is anticipated to include, at minimum:

Deliverables to include:

- 2 meetings per month minimum
- Regular email and phone check-in as needed

### **2.3. Community Outreach and Engagement**

Develop a program that effectively reaches, educates and engages the communities of the four discrete County areas throughout rezoning process. This should include strategies to ensure broad inclusion and ensure that information is accessible and easily comprehensible. Outreach is expected to begin early in the process and address both the proposed rezonings and all topics required for environmental review. Proposed outreach should include options for virtual as well as in person meetings, with the appropriate mix of outreach methods to be determined. Consultant should lead the engagement as well as a summary of the work.

Deliverables to include:

- Community outreach and engagement strategy
- Planning Commission hearing and scoping session
- A minimum of two and maximum of four in person, hybrid, and/or virtual meetings
- Online/virtual participation opportunities
- Creation of website material providing project updates, opportunities for engagement and comment, project materials, information on environmental review, and other relevant information throughout all phases of the project (materials will be hosted on the County's website, managed by County staff)
- All necessary meeting and hearing materials for all outreach opportunities included in the outreach and engagement strategy, including presentations, explanatory materials, FAQs, maps, and other necessary information.

Because the County has already engaged various communities throughout the process of updating the Housing Element and drafting and adopting the rezoning program, it is anticipated that the nature and extent of outreach may be limited, and streamlining of this process is an important consideration.

Identification of opportunities for combined/coordinated outreach across multiple geographies, in order to consolidate and streamline the outreach process, will also be an important consideration.

#### **2.4. Rezoning and General Plan Land Use Designation and Specific Plan Map and Text Amendments**

Work with County staff to draft new zoning regulations/designations, to be incorporated into the County's Zoning Regulations as new chapters, and associated General Plan land use designation changes. While these products will constitute new zoning districts, they may be based substantially on the County's existing CMU-1, CMU-2, and CMU-3 zoning districts.

Deliverables to include:

- In collaboration with County staff, assessment of current zoning/land use designations for the designated parcels
- In collaboration with County staff, analysis of the Colma-area specific plan
- In collaboration with County staff, analysis of County's similar existing zoning chapters
- Recommendation memorandum identifying all necessary amendments to zoning, General Plan land use designations for each area identified for rezoning, and identifying necessary amendments to the Colma-area specific plan, if any
- New draft zoning chapters (Word documents)
- New draft land use designations (Word documents)
- Updated presentation maps and underlying datasets in ArcGIS map package format

#### **2.5. CEQA Analysis and Documentation**

Prepare all required documents for California Environmental Quality Act (CEQA) review and submittal, including the Initial Study and anticipated Environmental Impact Report and CEQA determination. This should include public posting and noticing for comment, materials submittal to the State, and all other necessary tasks. One scoping session at the Planning Commission is anticipated.

Deliverables to include:

- Full environmental review, anticipated to result in a Draft and Final EIR
- All noticing, document posting, filing, and consultation required by CEQA
- One Planning Commission scoping session with Powerpoint presentation

- Draft Initial Study, Final Initial Study
- Draft and Final EIR
- Mitigation monitoring program, statements of overriding consideration, and any other necessary material related to environmental review

## **2.6. Public Hearings**

Prepare and submit an administrative draft zoning and General Plan Land Use map and text amendments for County staff review. Staff will provide a comprehensive set of desired changes. Once edits are complete, prepare draft amendments to be made available to the public and presented to both the Planning Commission and Board of Supervisors at public hearings. Based on Commission and Council input, prepare a HCD review draft and submit to HCD for the mandated review.

Deliverables to include:

- Administrative draft zoning and Land Use designation text amendments (Microsoft Word)
- Administrative draft zoning and Land Use designation map amendments
- PowerPoint and other informational collateral for public review
- Four-five public hearings for draft review, including one hearing at the Midcoast Community Council, 1-2 Planning Commission hearing(s), and/or 1-2 Board of Supervisors hearing

## **2.7. Final Draft Hearings, Final Adoption**

The consultant will work closely County staff to respond to prepare final draft zoning regulations and Land Use designation text and map amendments for adoption. Consultants will present to the Planning Commission and Board of Supervisors at public hearings. Prepare the final Housing Element, including any changes from the public hearings, and submit to HCD for final certification as well as the water/sewer district and the California Office of Planning and Research.

Deliverables to include:

- Draft final and final regulations, text and map amendments
- PowerPoint and other presentation materials
- A maximum of two Planning Commission and three Board of Supervisors hearings



## **2.8. Coastal Commission Review and Approval (Project Phase 2: Coastside)**

After local adoption of the various zoning and General Plan land use map and text amendments, the adopted amendments applicable to the four parcels located in the Midcoast community in the County's Coastal Zone must be submitted to the California Coastal Commission for review and approval. Consultants will work with County staff to coordinate with Coastal Commission staff and prepare submittal documents, explanatory materials, and other documents required for the Coastal Commission's review.

Depending on the nature of review and approval, work and deliverables may vary, but are anticipated to include:

- Coordination with Coastal Commission staff – up to four meetings with staff, anticipated to be conducted virtually, as well as regular communication via email
- Preparation of submittal documents including submittal letter, text of amendments, submittal of locally-adopted amendments and certified EIR, and other required documentation
- Attendance and presentation at one Coastal Commission hearing, if required
- Presentation materials including Powerpoint and other basic explanatory materials, as needed, for Coastal Commission hearing

## **2.9. Performance Measures**

The selected consultant's performance of the scope of work will be evaluated by:

- Timely completion of deliverables.
- Completeness and quality of deliverables.
- Proactive coordination with County staff.
- Responsiveness to direction and to required revisions or changes to project elements, within the bounds of agreed-upon scope.
- Work completed within budget limits and within established timelines.

## **3. Submission Requirements**

### **3.1. Submission Deadline**

Proposals must be electronically received by 5:00 pm, on Friday, February 28, 2025 via eProcurement system.

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 eProcurement system submission time will be the official submission time. 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 eProcurement system.

NOTE: The County does not maintain the eProcurement system and is not liable for site failures or technical problems. To resolve technical issues, contact OpenGov Technical Support by using the real time chat located in the lower right hand corner of the screen, or via email at [procurement-support@opengov.com](mailto:procurement-support@opengov.com)

<https://procurement.opengov.com/portal/smcgov>

### **3.2. Pre-submission Registration**

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

- <https://procurement.opengov.com/portal/smcgov>

It is recommended that organizations complete this registration as soon as possible. The County will not be responsible for and may not accept proposals that are late due to a failure to register in the eProcurement system.

### **3.3. Submission via eProcurement Portal**

#### **Required Documents**

Please refer to the [Technical Proposal](#) section for submittal documents and requirements.

#### **Electronic Submissions**

Include the proposer name and the RFP title and number in each filename. Submit proposals via the eProcurement website, allowing sufficient time for the upload to complete by the Due Date and Time. As noted above, the eProcurement portal submission time will be the official submission time, and partial uploads will automatically terminate, and proposals will be rejected. Contact eProcurement Portal with technical questions regarding this site.

#### **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 eProcurement portal 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.

#### **Format**

Documents should be created in the following format:

- Text should be Times New Roman (12-point minimum font size) and unjustified (i.e., with a ragged-right margin)
- Pages should have margins of at least one inch on all sides (excluding headers and footers)
- If the proposal is lengthy, a Table of Contents should be included.
- PDF format is preferred.

## **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.

## **4. Minimum Qualifications and Technical Proposal**

### **4.1. Minimum Qualifications**

#### **4.1.1. Has Proposer has been providing similar services for a minimum of four (4) years within the last seven (7) years?\***

- Yes  
 No

\*Response required

#### **4.1.2. Please confirm your firm is registered with System for Award Management (SAM)\*** [SAM.gov](https://sam.gov)

- Please confirm

\*Response required

#### **4.1.3. What is the registered Business Name and Unique Entity ID (UEI) No.??\***

Unique Entity ID (UEI) numbers can be found on [sam.gov](https://sam.gov)

\*Response required

## **4.2. Technical Proposal**

### **4.2.1. Introduction and Executive Summary \***

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 proposer that is responsible for communication related to this RFP.

- Name, title, contact information, and signature of person authorized to obligate firm to perform the commitment contained in the proposal.

Submission of the letter will constitute a representation by proposer that it is willing and able to perform the commitments contained in the proposal and has not violated the terms of this RFP.

\*Response required

**4.2.2. Statement of Minimum Qualifications \***

Describe how the proposer meets the minimum qualifications as set forth in **Minimum Qualifications** of this RFP.

Submission of the Minimum Qualifications checklist is not a substitute for providing a detailed written response.

\*Response required

**4.2.3. Project Approach\***

This section should correlate to the Scope of Work . Proposer should give a short summary describing how it will perform the relevant work

\*Response required

**4.2.4. Scope of Work tasks/milestones\***

Describe your proposed approach to tasks/milestones

\*Response required

**4.2.5. Proposed schedule \***

Attach proposed schedule reference ability to complete the project within the County's required time frame

\*Response required

**4.2.6. Performance Measures\***

Describe a plan for achieving the performance measures described in the Scope of Work section.

\*Response required

**4.2.7. Firm Qualifications \***

Attach information regarding background and qualifications, including the following:

- A brief description of the proposer.
- A description of not more than three (3) projects similar in size and scope conducted by the proposer, including the client, reference and telephone numbers, primary staff members involved, budget, schedule, and project summary. Descriptions should be limited to one (1) page for each project.
- If subcontractors are anticipated, identify them (if known) and provide information on how they will be used.

\*Response required

**4.2.8. Team Qualifications\***

Provide a chart identifying:

- Project team and reporting structure
- Lead project manager
- Role each person will play in the project

Provide a brief description of the experience and qualifications of the project team members, including short resumes if desired.

Written assurance that the key individuals listed and identified will be performing the work and will not be substituted or reassigned without the County’s prior approval

\*Response required

**4.2.9. References\***

Provide 3 references for each of the following, including the name, address, and telephone number of recent clients (preferably other public agencies):

\*Response required

**4.2.10. Fee Proposal\***

The Fee Proposal should be submitted as a separate PDF file from the Technical Proposals detailed in Required Documents.

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.

\*Response required

**5. Evaluation and Selection Criteria**

The proposals will be evaluated by a selection committee with relevant expertise. The County intends to evaluate the proposals generally in accordance with the criteria itemized below. Proposers with the highest scoring proposals may be interviewed by the committee to make the final selection.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Project Approach</b>	Points Based	36 <i>(26.7% of Total)</i>
2.	<b>Firm Qualifications</b>	Points Based	29 <i>(21.5% of Total)</i>
3.	<b>Team Qualifications</b>	Points Based	20 <i>(14.8% of Total)</i>

4.	<b>Interview</b>  Note: candidate firms will be selected for interviews based on the highest aggregate scores in the other scoring categories; only finalists will proceed to the Interview Phase and receive a score.	Points Based	15 <i>(11.1% of Total)</i>
5.	<b>Price</b>	Reward Low Cost	35 <i>(25.9% of Total)</i>

**6. Instructions to Proposers**

**6.1. Instructions**

Proposers are encouraged to attend a pre-proposal conference on Tuesday, February 4, 2025, at 1:00 pm, to be held virtually on Teams. 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 the eProcurement portal.

**6.2. Communications**

- A. 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 eProcurement portal, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures.
- B. Proposers (including any agent, owner, employee, board members, or other such affiliates) shall not offer any gift, favor, or other personal benefit to any County officer or employee during the procurement process for this agreement, including during the solicitation period and contract negotiations.

Violation of the foregoing prohibitions may result in a proposer being found non-responsible and barred from participating in this or future procurements.

**6.3. Contract Award**

**A. Award Procedure**

Contract negotiations are neither an offer nor guarantee that a contract will be executed. A contract award, if any is 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 template, executed by the appropriate authority.

**B. Notice of Intent to Award**

If a decision is made to take steps to enter into an agreement with one or more proposers, the

County will post a Notice of Intent to Award or otherwise notify proposers the remaining proposers of their non-selection. Notice may instead be provided by including approval of the agreement as an item on an agenda for a meeting of the Board of Supervisors.

**C. Commencement of Performance**

After all parties have signed the agreement, the County will notify the contractor and performance may proceed. Prior to execution of the agreement by the County, no County employee may authorize work under the agreement. Any work performed prior to the full execution of the Agreement may not be compensated.

**6.4. Term**

Planning and Building is issuing Request for Proposal (RFP) No. 2024-RFP-00271 for San Mateo County Housing Element Rezoning Program.

The agreement shall have a term of one (1) year. In addition, the County shall have one (1) option to extend the term for an additional period not to exceed two years, which the County may exercise in its sole, absolute discretion. To exercise this option, the County shall provide written notice to the Contractor at least thirty days before the end of the agreement's term.

The County's standard contract template has been included with this solicitation. The awarded contractor will be expected to sign an agreement prepared by the County using this template. Please ensure that your firm has completed legal review of these contract terms. If your firm wishes to request exceptions to these standard terms, submit a Contract Exceptions Request by the Deadline for Questions, Comments and Contract Exceptions listed in the Solicitation Schedule below. The County will consider Contract Exceptions Requests but reserves the right to reject requested modifications to its standard terms.

**7. Terms and Conditions for Receipt of Proposals**

**7.1. Errors, Omissions and Inquiries regarding the RFP**

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

Inquiries regarding the RFP should be lodged in eProcurement portal.

**7.2. 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, via eProcurement portal, setting forth with specific grounds for the objection.

### **7.3. Addenda**

The County may cancel, revise, or reissue this RFP, in whole or in part, for any reason. Revisions will be posted as Addenda on eProcurement portal. No other revision of this RFP is valid. Proposers shall be responsible for ensuring that their proposals reflects any and all Addenda issued by the County prior to the proposal due date regardless of when a proposal is submitted. Therefore, the County recommends that proposers consult eProcurement portal frequently, including shortly before the proposal due date, to confirm that all Addenda have been downloaded.

### **7.4. Term of Proposal**

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

### **7.5. Revision or Withdrawal of Proposal**

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

A proposer may withdraw a proposal at any time before the deadline for submission of proposals. After that time, whether or not a new RFP is issued for the same subject matter, withdrawal of a proposal may preclude the proposer from participating in the procurement as a proposer or subcontractor, except that an original equipment manufacturer may participate indirectly through a reseller.

### **7.6. Errors and Omissions in Proposal**

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

### **7.7. 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.

### **7.8. Financial Responsibility**

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

### **7.9. Estimated Quantity**

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

### **7.10. Public Record**

#### **A. General**



1. All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review.
2. Any contract arising from this RFP will be a public record.
3. The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer.
4. Submission of any materials in response to this RFP constitutes:
  - 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.

#### **7.11. 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 an RFP;
- Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
- Procure any materials, equipment or services specified in this RFP by any other means; or
- Determine that no project will be pursued.

#### **7.12. 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.

### **7.13. Cooperative Agreement (Piggyback)**

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

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

## **8. Protest Procedures**

### **8.1. 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.

### **8.2. 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.

### **8.3. 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: San Mateo County Housing Element Rezoning Program, RFP No. PLN25-0120

San Mateo County Rezoning Program Parcels

Address/Intersection	Zip Code	Assessor Parcel Number	Parcel Size (Acres)	Current General Plan Designation	Current Zoning	Proposed General Plan Designation	Proposed Zoning	Proposed Minimum Density	Proposed Maximum Density	Vacant/Nonvacant	Description of Existing Uses
247 87Th St, Colma	94015	006-196-460	0.70	Airport Airport	C-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Commercial
293 87Th St, Colma	94015	006-196-430	0.22	Airport Airport	C-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Commercial
275 87Th St, Colma	94015	006-196-040	0.12	Airport Airport	C-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Commercial
223 87Th St, Daly City	94015	006-196-160	0.12	Airport Airport	C-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Commercial
197 B Street, Colma	94015	008-113-040	1.20	Transportation	PC/DR	Newly Created Designation	Newly Created Zoning	60-70	100-120	Non-Vacant	Transportation Facilities
N/A	94015	008-113-060	N/A	Transportation	PC/DR	Newly Created Designation	Newly Created Zoning	60-70	100-120	Non-Vacant	Industrial Miscellaneous
N/A	94015	008-133-010	N/A	Transportation	PC/DR	Newly Created Designation	Newly Created Zoning	60-70	101 - 120	Non-Vacant	Industrial Miscellaneous
N/A	94015	008-133-020	N/A	Transportation	PC/DR	Newly Created Designation	Newly Created Zoning	60-70	100-120	Non-Vacant	Industrial Miscellaneous
N/A	94015	008-133-030	N/A	Transportation	PC/DR	Newly Created Designation	Newly Created Zoning	60-70	100-120	Non-Vacant	Industrial Miscellaneous
N/A	94015	008-122-050	N/A	Transportation	PC/DR	Newly Created Designation	Newly Created Zoning	60-70	102 - 120	Non-Vacant	Industrial Miscellaneous
N/A	94015	008-122-060	N/A	Transportation	PC/DR	Newly Created Designation	Newly Created Zoning	60-70	100-120	Non-Vacant	Industrial Miscellaneous
299 F Street	94015	008-141-050	3.09	Transportation	PC/DR	Newly Created Designation	Newly Created Zoning	60-70	100-120	Non-Vacant	Residential
7800 El Camino Real	94015	008-122-140	2.00	High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60-70	103 - 120	Non-Vacant	Multifamily Residential
7800 El Camino Real	94015	008-122-160	0.46	High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60-70	100-120	Non-Vacant	Multifamily Residential
322 F Street	94015	117-180-999	0.93	High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60-70	100-120	Non-Vacant	Multifamily Residential
Alcatraz & Doelger	94018	047-054-100	2.93	Residential Medium High Density Residential	R-3-A/S-5/DR/CD	Newly Created Designation	Newly Created Zoning	30	70	Vacant	Vacant
Alcatraz & Presidio	94018	047-052-100	3.18	Institutional Institutional	R-1/S-17/DR/CD	Newly Created Designation	Newly Created Zoning	30	70	Vacant	Vacant
Sevilla & Madrona	94018	047-053-130	2.60	Institutional Institutional	R-1/S-17/DR/CD	Newly Created Designation	Newly Created Zoning	30	70	Vacant	Vacant
Madrid & Escondita	94018	047-048-150	2.19	Institutional Institutional	R-1/S-17/DR/CD	Newly Created Designation	Newly Created Zoning	30	70	Vacant	Vacant
Presidio & Escondita	94018	047-051-040	1.00	Institutional Institutional	R-1/S-17/DR/CD	Newly Created Designation	Newly Created Zoning	30	70	Vacant	Vacant
Madrid & Escondita	94018	047-049-170	0.55	Institutional Institutional	R-1/S-17/DR/CD	Newly Created Designation	Newly Created Zoning	30	70	Vacant	Vacant
San Pedro & Hill St	94014	006-364-180	0.35	Institutional Institutional	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Vacant	Parking
El Camino Real & Valley St	94014	006-391-050	0.04	Residential High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Vacant	Vacant
2nd Ave & A St	94014	006-393-050	0.08	Residential Medium High Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Vacant	Vacant
Reiner & A St	94014	006-373-140	0.15	Residential Medium High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Vacant	Vacant
7480 El Camino Real, Colma	94014	006-391-060	2.10	Residential High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Vacant	Vacant
Reiner St & Albert M Teglia Blvd	94014	008-121-110	0.23	Residential High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Vacant	Vacant
280 A St, Colma	94014	008-113-100	0.43	Residential Low Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Vacant	Vacant
37 6881579290486, -122.466307597474	94014	008-113-120	0.31	Residential Low Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Vacant	Vacant
7620 El Camino Real, Colma	94014	008-121-190	0.65	Residential High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Industrial
570 Sylvan St, Daly City	94014	006-482-050	0.55	Mixed Commercial/Residential	C-2/S-1	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Industrial
7422 El Camino Real, Colma	94014	006-391-040	0.40	Residential High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Commercial
7434 El Camino Real, Colma	94014	006-391-030	0.35	Residential High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Commercial
7420 Mission St, Colma	94014	006-373-030	0.34	Residential Medium High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Commercial
1280 Hillside Blvd, Daly City	94014	006-488-130	0.34	Commercial General Commercial	C-2/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Commercial

San Mateo County Rezoning Program Parcels

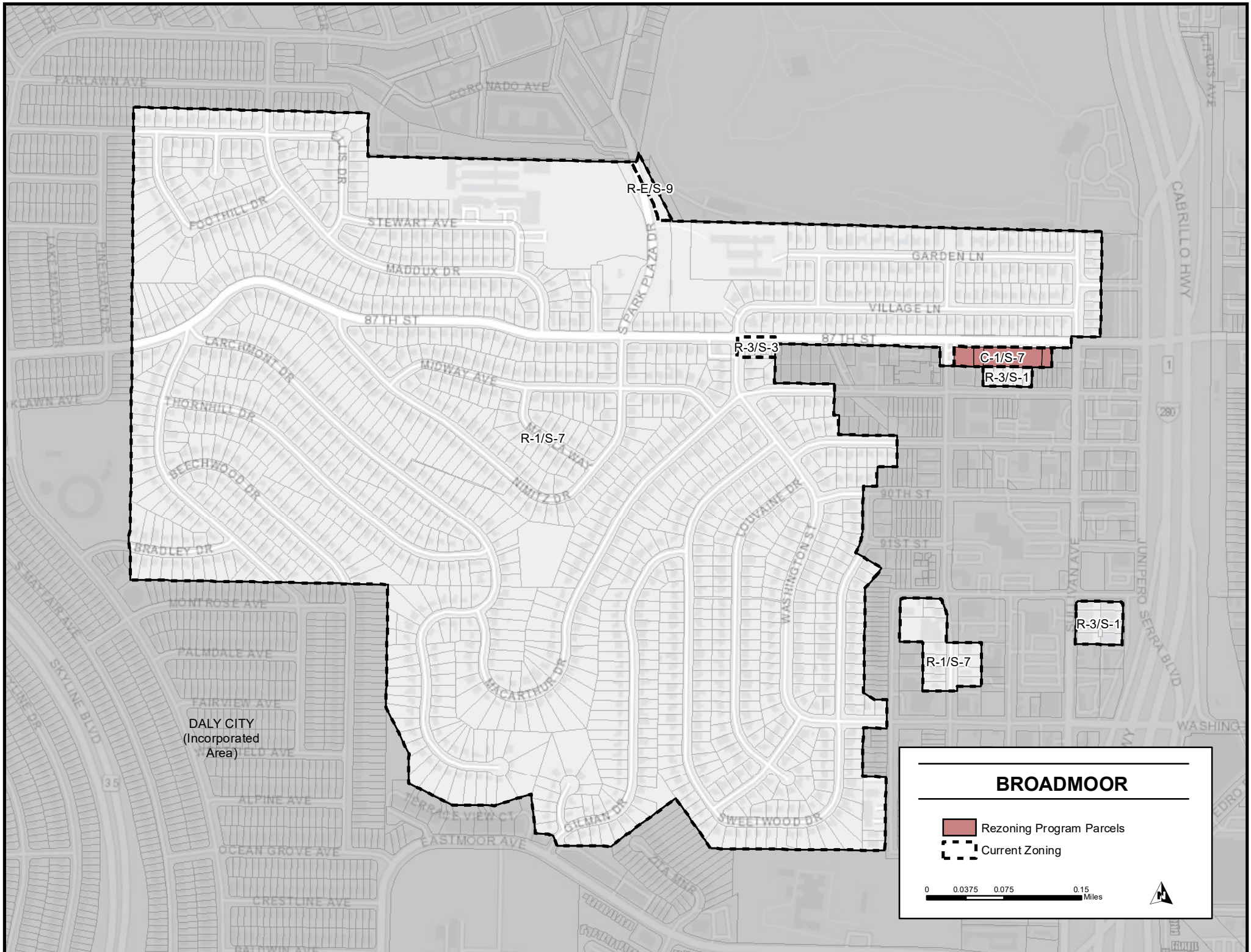
Address/Intersection	Zip Code	Assessor Parcel Number	Parcel Size (Acres)	Current General Plan Designation	Current Zoning	Proposed General Plan Designation	Proposed Zoning	Proposed Minimum Density	Proposed Maximum Density	Vacant/Nonvacant	Description of Existing Uses
7440 El Camino Real, Colma	94014	006-391-020	0.33	Residential High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Commercial
7600 Mission St, Colma	94014	008-121-150	0.32	Residential High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Commercial
361 2Nd Ave, Colma	94014	006-393-060	0.31	Residential Medium High Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
1216 Hillside Blvd, Daly City	94014	006-488-170	0.29	Commercial General Commercial	C-2/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Commercial
423 A St, Colma	94014	006-392-010	0.28	Residential Medium High Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
199 San Pedro Rd, Colma	94014	006-364-170	0.24	Commercial Neighborhood Commercial	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
130 Reiner St, Colma	94014	006-372-040	0.23	Residential Medium High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
1156 Hillside Blvd, Daly City	94014	006-484-160	0.21	Mixed Commercial/Residential Commercial Neighborhood Commercial	C-2/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Vacant	Parking
29 San Pedro Rd, Colma	94014	006-372-030	0.20	Residential Medium Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Industrial
1195 Hillside Blvd, Colma	94014	006-483-070	0.20	Commercial Neighborhood Commercial	C-2/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
197 San Pedro Rd, Daly City	94014	006-364-160	0.19	Residential Medium High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
43 Reiner St, Colma	94014	006-373-040	0.17	Residential Medium High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
45 Reiner St, Colma	94014	006-373-050	0.17	Residential Medium Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
1195 Hillside Blvd, Colma	94014	006-483-060	0.17	Residential High Density Residential	C-2/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Industrial
1055 Hillside Blvd, Daly City	94014	006-473-010	0.16	Residential High Density Residential	C-1/S-1	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Commercial
1135 Hillside Blvd, Colma	94014	006-482-030	0.15	Mixed Commercial/Residential Residential Medium High Density Residential	C-2/S-1	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
49 Reiner St, Colma	94014	006-373-120	0.15	Residential Medium High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
379 2Nd Ave, Colma	94014	006-393-040	0.14	Residential Medium High Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
353 2Nd Ave, Colma	94014	006-393-070	0.14	Residential Medium High Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
1110 Hillside Blvd, Daly City	94014	006-484-110	0.12	Mixed Commercial/Residential Residential Medium Density Residential	C-1/S-1	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Commercial
1185 Hillside Blvd, Colma	94014	006-483-050	0.12	Residential Medium High Density Residential	C-2/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
1232 Hillside Blvd, Colma	94014	006-488-120	0.10	Residential High Density Residential	C-2/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
525 Sylvan St, Daly City	94014	006-473-130	0.10	Residential Medium High Density Residential	C-1/S-1	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Commercial
40 Reiner St, Colma	94014	006-372-080	0.10	Residential Medium Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
472 A St, Colma	94014	006-413-020	0.08	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
466 A St, Colma	94014	008-125-150	0.08	Residential Medium High Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
395 2Nd Ave, Colma	94014	006-393-010	0.07	Residential Medium High Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
396 3Rd Ave, Colma	94014	006-393-250	0.07	Residential Medium High Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
389 2Nd Ave, Colma	94014	006-393-030	0.06	Residential Medium High Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
520 A St, Colma	94014	006-414-050	0.06	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
1102 Hillside Blvd, Daly City	94014	006-484-100	0.09	Mixed Commercial/Residential Residential Medium Density Residential	C-1/S-1	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
1165 Hillside Blvd, Daly City	94014	006-483-080	0.08	Residential Medium High Density Residential	C-2/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
1248 Hillside Blvd, Daly City	94014	006-488-100	0.10	Residential High Density Residential	C-2/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
300 A St, Daly City	94014	008-121-180	0.11	Residential High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
310 A St, Daly City	94014	008-121-170	0.11	Residential High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential

San Mateo County Rezoning Program Parcels

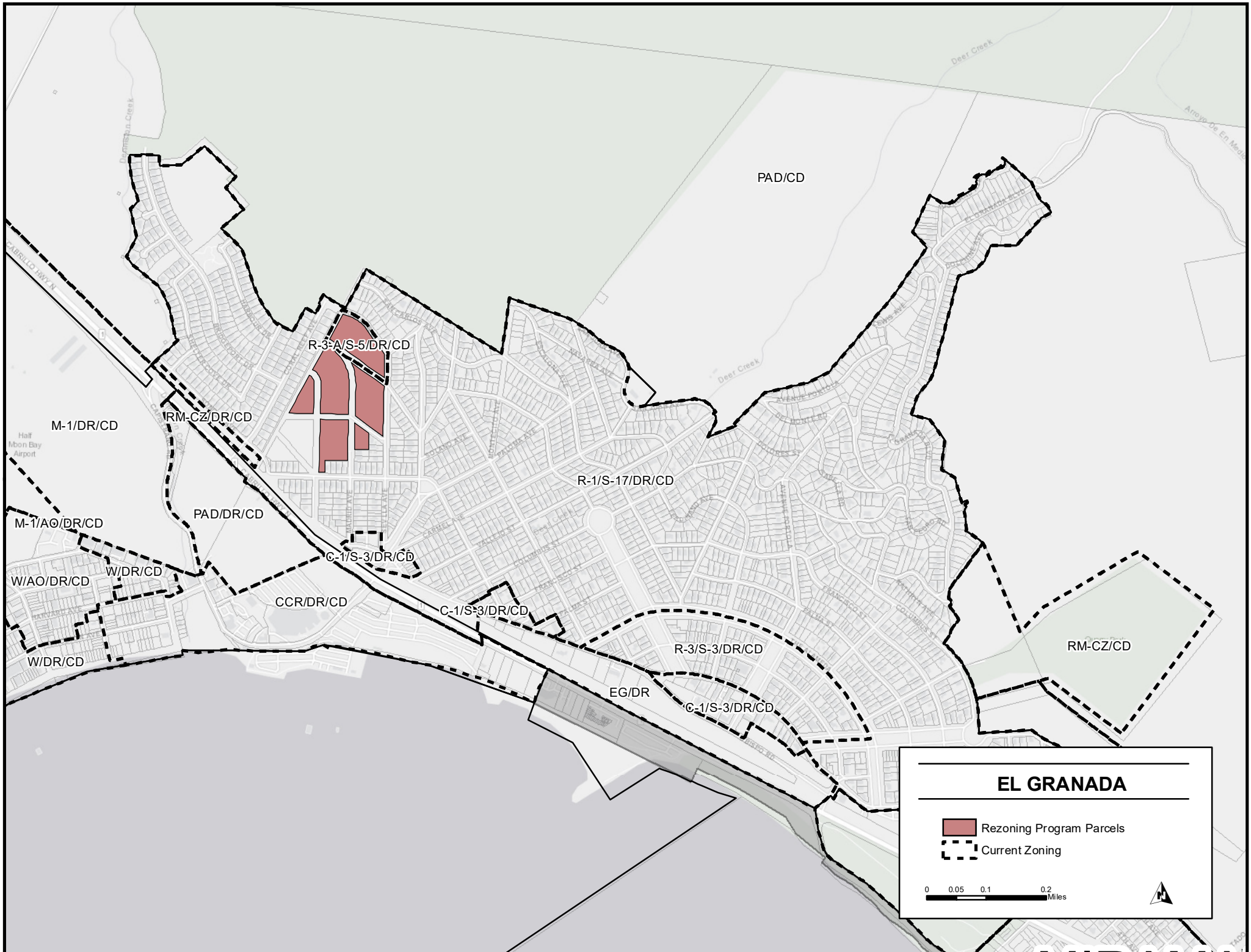
Address/Intersection	Zip Code	Assessor Parcel Number	Parcel Size (Acres)	Current General Plan Designation	Current Zoning	Proposed General Plan Designation	Proposed Zoning	Proposed Minimum Density	Proposed Maximum Density	Vacant/Nonvacant	Description of Existing Uses
368 3Rd Ave, Colma	94014	006-393-300	0.08	Residential Medium High Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
372 3Rd Ave, Daly City	94014	006-393-310	0.11	Residential Medium High Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
374 2Nd Ave, Colma	94014	006-392-030	0.15	Residential Medium High Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
380 3Rd Ave, Colma	94014	006-393-220	0.14	Residential Medium High Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
392 3Rd Ave, Colma	94014	006-393-240	0.06	Residential Medium High Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
414 A St, Colma	94014	008-125-020	0.23	Residential Medium Density Residential	C-2/S-1	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
424 A St, Colma	94014	008-125-040	0.06	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
428 A St, Colma	94014	008-125-050	0.11	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
440 A St, Colma	94014	008-125-070	0.11	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
444 A St Unita, Colma	94014	008-125-090	0.09	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
445 A St, Colma	94014	006-393-270	0.07	Residential Medium High Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
447 A St, Colma	94014	006-393-260	0.07	Residential Medium High Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
448 A St, Colma	94014	008-125-100	0.10	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
456 A St, Colma	94014	008-125-120	0.13	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
460 A St, Colma	94014	008-125-130	0.08	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
476 A St, Colma	94014	006-413-030	0.08	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
484 A St, Colma	94014	006-413-050	0.08	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
508 A St, Colma	94014	006-414-020	0.07	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
514 Lisbon St, Colma	94014	006-473-020	0.16	Residential High Density Residential	C-1/S-1	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
516 A St, Colma	94014	006-414-040	0.07	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
524 A St, Colma	94014	006-414-060	0.07	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
545 Sylvan St, Colma	94014	006-473-120	0.10	Residential High Density Residential	C-1/S-1	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
436 A St, Colma	94014	008-125-060	0.17	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
380 2Nd Ave, Colma	94014	006-392-020	0.12	Residential Medium High Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
524 Lisbon St, Colma	94014	006-473-030	0.10	Residential High Density Residential	C-1/S-1	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
15 San Pedro Rd, Colma	94014	006-372-020	0.20	Commercial Neighborhood Commercial	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Commercial
468 A St, Colma	94014	008-125-270	0.13	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
136 Reiner St, Colma	94014	006-372-050	0.21	Residential Medium High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Commercial
1240 Hillside Blvd, Colma	94014	006-488-150	0.09	Residential Medium High Density Residential	C-2/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Mixed Use
346 Clark Ave, Colma	94014	006-413-060	0.11	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
85 Reiner St, Daly City	94014	006-373-150	0.90	Residential Medium High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
420 A St, Colma	94014	008-125-030	0.11	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
101 A St, Colma	94014	006-364-290	0.74	Residential High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
536 Lisbon St, Daly City	94014	006-473-140	0.14	Residential High Density Residential	C-1/S-1	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Commercial
442 A St, Colma	94014	008-125-080	0.06	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential

San Mateo County Rezoning Program Parcels



Address/Intersection	Zip Code	Assessor Parcel Number	Parcel Size (Acres)	Current General Plan Designation	Current Zoning	Proposed General Plan Designation	Proposed Zoning	Proposed Minimum Density	Proposed Maximum Density	Vacant/Nonvacant	Description of Existing Uses
320 A St, Colma	94014	008-121-020	0.11	Residential High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
1166 Hillside Blvd, Daly City	94014	006-484-170	0.28	Residential Medium Density Residential	C-2/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Commercial
1 San Pedro Rd, Colma	94014	006-372-010	0.11	Commercial Neighborhood Commercial	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Commercial
512 A St, Colma	94014	006-414-030	0.07	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
305 B St, Colma	94014	008-121-140	0.11	Residential High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
330 A St, Colma	94014	008-121-030	0.11	Residential High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
504 A St, Colma	94014	006-414-010	0.07	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
464 A St, Colma	94014	008-125-140	0.08	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
1272 Hillside Blvd, Daly City	94014	006-488-110	0.09	Residential Medium High Density Residential	C-2/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
1093 Hillside Blvd, Colma	94014	006-473-100	0.17	Residential High Density Residential	C-1/S-1	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
1111 Hillside Blvd, Colma	94014	006-482-040	0.41	Mixed Commercial/Residential	C-2/S-1	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Industrial
360 2Nd Ave, Colma	94014	006-392-040	0.14	Residential Medium High Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
1256 Hillside Blvd, Daly City	94014	006-488-160	0.09	Residential Medium High Density Residential	C-2/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
388 3Rd Ave, Colma	94014	006-393-230	0.06	Residential Medium High Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
340 A St, Colma	94014	008-121-040	0.23	Residential High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
1264 Hillside Blvd, Daly City	94014	006-488-140	0.09	Residential Medium High Density Residential	C-2/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
393 2Nd Ave, Colma	94014	006-393-020	0.06	Residential Medium High Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
452 A St, Colma	94014	008-125-110	0.09	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
55 Reiner St, Colma	94014	006-373-130	0.15	Residential Medium High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Commercial
480 A St, Colma	94014	006-413-040	0.08	Residential Medium Density Residential	R-1/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
1132 Hillside Blvd, Daly City	94014	006-484-150	0.22	Mixed Commercial/Residential	C-2/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Industrial
315 B St, Colma	94014	008-121-130	0.11	Residential High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
1118 Hillside Blvd, Daly City	94014	006-484-140	0.22	Mixed Commercial/Residential	C-2/S-7	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Industrial
370 F St, Colma	94014	008-141-100	1.72	Residential High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Residential
107 San Pedro Rd, Colma	94014	006-372-180	1.33	Institutional Institutional	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Educational/institutional/religious
30 Reiner St, Colma	94014	006-372-170	2.45	Institutional Institutional	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Educational/institutional/religious
20 Reiner St, Colma	94014	006-372-100	0.23	Residential Medium High Density Residential	PC/DR	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Educational/institutional/religious
1300 Elmer St, Belmont	94002	046-031-010	0.34	Industrial, General Industrial	M-1	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Industrial
1306 Elmer St, Belmont	94002	046-032-010	0.48	Industrial, General Industrial	M-1	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Industrial
1337 Old County Rd, Belmont	94002	046-032-140	0.97	Industrial, General Industrial	M-1	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Industrial
1335 Old County Rd, Belmont	94002	046-032-060	0.16	Industrial, General Industrial	M-1	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Industrial
1329 Old County Rd, Belmont	94002	046-032-050	0.16	Industrial, General Industrial	M-1	Newly Created Designation	Newly Created Zoning	60 - 70	100 - 120	Non-Vacant	Industrial






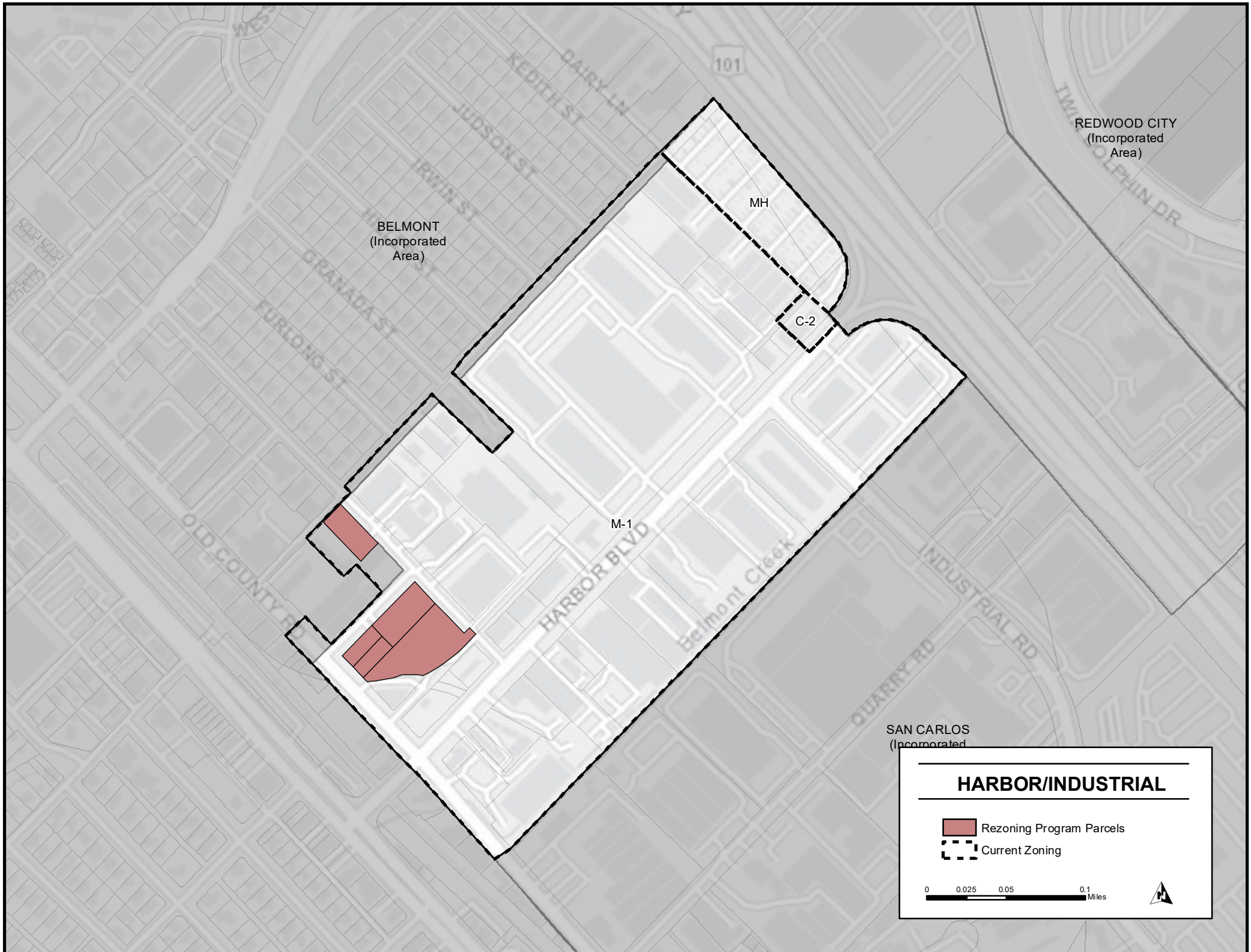


**EL GRANADA**



-  Rezoning Program Parcels
-  Current Zoning

0 0.05 0.1 0.2 Miles




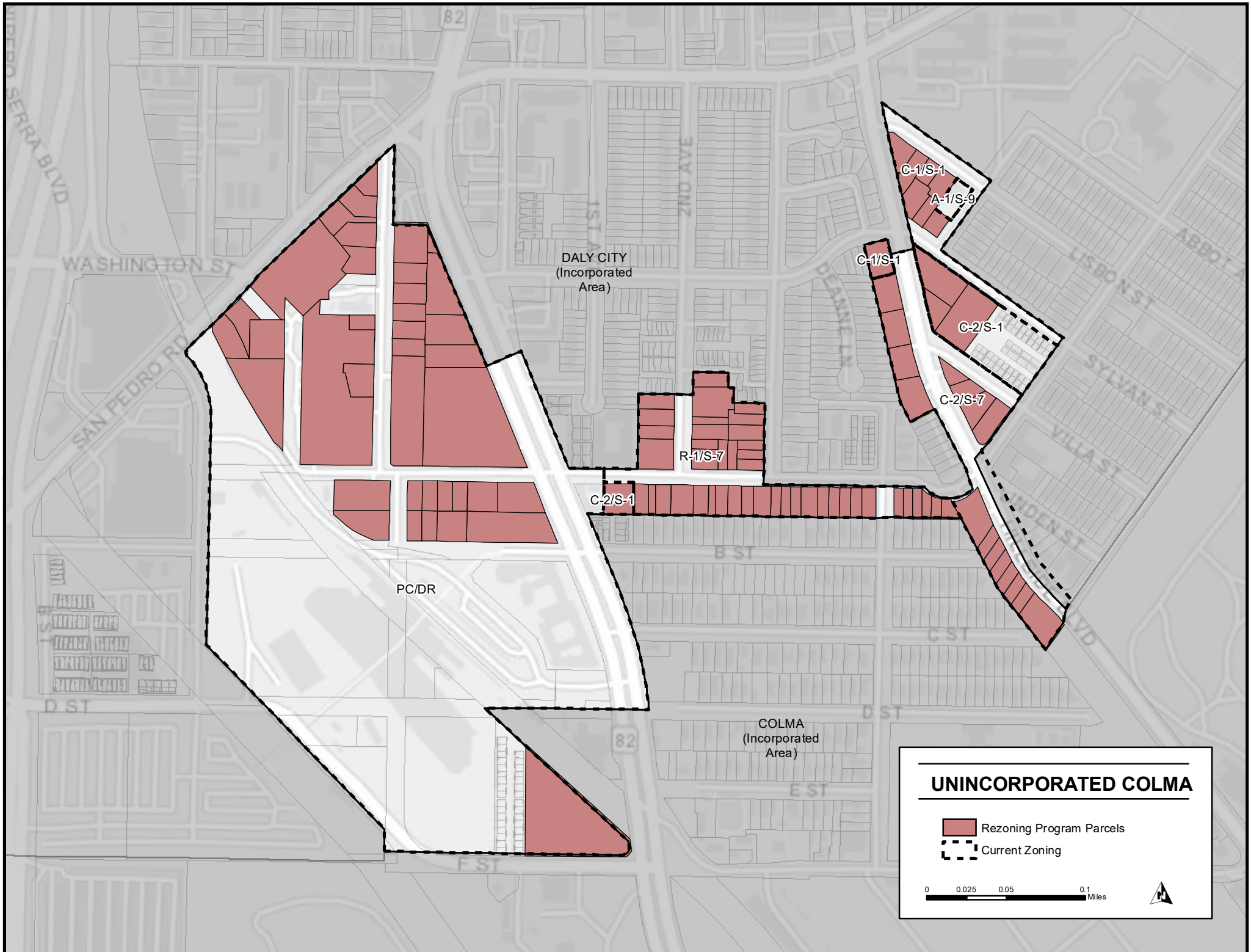


**HARBOR/INDUSTRIAL**

-  Rezoning Program Parcels
-  Current Zoning

0 0.025 0.05 0.1 Miles







DALY CITY  
(Incorporated  
Area)


COLMA  
(Incorporated  
Area)

**UNINCORPORATED COLMA**

 Rezoning Program Parcels

 Current Zoning

0 0.025 0.05 0.1 Miles



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

This Agreement is entered into this Tuesday, April 1, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and TBD, 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 Contract Title.

**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

**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 Contract Amount (TBD). 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 [INSERT TERM].

**5. Termination**

This Agreement may be terminated by Contractor or by the Director 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 to 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**

### **10.1. 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.

### **10.2. 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.

10.3. Liability Insurance

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

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

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, 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, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. 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, regulation, or executive order, the requirements of the applicable law, regulation, or executive order 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**

### **12.1. 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.

### **12.2. 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.

### **12.3. 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.

### **12.4. 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.

### **12.5. 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.

### **12.6. 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.



### 12.7. Reporting: Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer 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 Executive Officer, 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 Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer 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.

### 12.8. 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 unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

#### **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 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: Ellie Dallman/Administrative Services Manager  
Address: 455 County Center, 2nd Floor, Redwood City, CA, 94063  
Telephone: (650) 382-4939  
Email: edallman@smcgov.org

In the case of Contractor, to:

Name/Title: Contractor  
Address: Address  
Telephone: Telephone  
Email: Email

#### **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.

#### **19. Reimbursable Travel Expenses**

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

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

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

## **20. Rehabilitation Act of 1973**

Refer to the attachment required to be completed by the Contractor.

SIGNATURE PAGE TO FOLLOW

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

For Contractor: TBD

\_\_\_\_\_  
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

SAMPLE COUNTY TEMPLATE CONTRACT

# 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."