

REQUEST FOR PROPOSALS



RFP #: DOH-2022-01

REQUEST FOR PROPOSALS FOR LEGAL AID SERVICES AND TENANT LANDLORD MEDIATION SERVICES

The County of San Mateo seeks proposals for legal aid services and landlord tenant mediation services for low-income households living in San Mateo County, especially those households that have been impacted by COVID-19.

Number of contracts to be awarded	Up to the total number of proposals received and at the discretion of the Department of Housing, San Mateo County
Estimated Contract Value or Range	\$25,000 - \$2,000,000
Funding Sources	<input checked="" type="checkbox"/> Federal (American Rescue Plan Act funds)
Expected Contract Duration	24 months
Authorized Contact Person	Babs Deffenderfer
Authorized Contact Person e-mail	hcd@smchousing.org
E-mail Address for Protests	hcd@smchousing.org
RFP Released	Thursday, July 7 th , 2022, at 5:00pm PST
Deadline for Questions, Comments and Exceptions	Tuesday, July 26 th , 2022, at 4:00pm PST
Proposal Due Date and Time	Tuesday, August 2 nd , 2022, at 4:00pm PST
Proposal Submission Location	Public Purchase <u>and</u> Authorized Contact Person Email
Notice of Intent to Award	Tuesday, August 16 th , 2022, <i>est.</i>
Award Date	10 days after Notice of Intent to Award

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DEFINITIONS

Business Day: Monday through Friday except for holidays as observed per the California Government Code.

Confidential Information: Information in any form that is not generally known and that is treated as confidential by a party, including business, financial, statistical, and non-public personal information, trade secrets, know-how, applications, documentation, schematics, procedures, Personally Identifiable Information, information covered by legal privilege, and other proprietary information that may be disclosed or incorporated in materials or products provided to one party by the other, whether or not designated as confidential, proprietary, or sensitive, whether or not intentionally or unintentionally disclosed, and whether or not such information is subject to legal protections or restrictions.

Contract: The agreement between San Mateo County and Contractor awarded pursuant to this solicitation.

Contractor: The person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently-agreed upon terms.

Deliverables: goods or services required to be provided to San Mateo County under the Contract.

DUNS: Data Universal Numbering System; a proprietary nine-digit number issued by Dun and Bradstreet, Inc. to identify unique business entities.

Force Majeure: any event or circumstance that was not caused by or under the control of a party that prevents the party from complying with any of its obligations under the Contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events that beyond the reasonable anticipation and control of the party affected.

Major Change: a change to the specified performance, maintainability, operation, power requirements, compatibility, measurement, user interface, reliability, quantity, scale, quality, terms, delivery method, or requirement of any product or service that affects the obligations of the parties or reflects a substantial alteration in circumstances surrounding the agreement, or is of such a nature that knowledge of the change would affect a person's decision-making process.

PII (Personally Identifiable Information): information in any format that can be used to identify a specific individual, either used alone or combined with other private or public information that can be linked in some way to a specific individual.

Project Manager: The individual identified by San Mateo County as San Mateo County's primary contact for the receipt and management of the goods and commodities required under the Contract.

PST: Pacific Standard Time, including Pacific Daylight Time when in effect

San Mateo County Data: All information, data, and other content, including Confidential Information and other information whether or not made available by San Mateo County or San Mateo County's agents, representatives or users, to a Contractor or potential Contractor or their employees, agents, representatives or Subcontractors, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

San Mateo County Systems: the information technology infrastructure of San Mateo County or any of its designees, including computers, software, databases, networks, and related electronic systems.

Subcontractor: firms contracted by the Contractor to perform work or provide goods pursuant to the Contract, including vendors and suppliers

Subject Data: Any recorded information, whether or not copyrighted, that is a Deliverable including, but not limited to: computer software, computer data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information.

Task Order or Purchase Order: a document from the County requesting goods and/or services that is placed against a Contract or that is the first request from the County to a vendor, indicating types, quantities, and prices of products or services.

The County: San Mateo County

Warranty Period: a period of not less than one year during which all items provided under the Contract are free from defects in design, material and workmanship.

I. INSTRUCTIONS FOR PROPOSERS

1.1 PRE-SUBMITTAL ACTIVITIES

A. Registration

- (1) Organizations or individuals interested in responding to this RFP must register online with the County of San Mateo at www.publicpurchase.com
- (2) The County will not be liable for any Public Purchase site failures or technical problems.
- (3) To resolve technical issues related to electronic submittals contact Public Purchase at: http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html
- (4) All documents must be completed electronically. Other than signatures, hand-written responses, whether or not submitted electronically, will be rejected.
- (5) If directed to submit information as one or more PDF, Excel, or other electronic files, include the solicitation number in all filenames.

B. First-time Applicants

If proposer is a first-time applicant to San Mateo County's Department of Housing, please contact the Authorized Contact Person to schedule a pre-proposal meeting. At the pre-proposal meeting, the proposer will be asked to provide a brief overview of its agency as well as a brief overview of the proposed services.

C. Change Requests and Exceptions to the Solicitation

Submit all questions, comments, exceptions, and suggestions, including notifications of apparent errors, by the Deadline for Questions and Comments to the designated questions field associated with this RFP at the Public Purchase site. Questions and comments received after the deadline may not be acknowledged.

(1) Request for changes

If taking exception or requesting changes to any part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State all reasons for all requested changes and provide alternative suggested language. The County's consideration of a suggestion does not imply acceptance. Failure to submit exceptions prior to the proposal Due Date and Time will be deemed a waiver of any exception or objection. If the County receives adequate proposals that take no exceptions, the County may reject those proposals containing exceptions.

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

- a. Unless otherwise specifically provided in the solicitation, reference to any equipment, material, article or patented process, by trade name, make or catalog number, is to be regarded as establishing a standard of quality and not construed as limiting competition.
- b. Requests for substitutions of specified items must be received by San Mateo County, in writing, not less than 15 Business Days prior to the Due Date and Time. Furnish, at no cost to the County, all necessary and related information required for the County, in its sole judgement, to make a determination as to the comparative quality and suitability of any alternatives. The County's decision will be final.
- c. If a substitution is allowed, the County will issue an addendum to the solicitation.

D. Revisions to the Solicitation

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

E. Contact with County Employees

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

- (1) As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may communicate with or discuss any matter relating to the solicitation with any officer, agent, or employee of the County, other than the Authorized Contact Person or through Public Purchase or as outlined in the protest procedures.
- (2) Proposers may not agree to pay any consideration to any company or person to influence the award of a contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a contract.

F. Proposal Costs

The County will not be liable for any costs incurred by proposers in the preparation of proposals, oral presentations, or participation in any presentations, conferences, or negotiations.

1.2 PROPOSAL CONTENT REQUIREMENTS

A. Proposal Format.

Number all pages of the proposal. Tab, label, and order each section as follows:

- (1) Cover letter – no longer than one page, officially submitting the proposal and signed by an individual authorized to execute legal documents for the proposer, identifying all materials submitted. Identify the name and title of each person authorized to represent the organization in negotiations.
- (2) Table of Contents, listing all major topics and their respective page numbers
- (3) Executive Summary – no more than one page describing the most important elements of the proposal and how the major requirements will be met
- (4) Exceptions to the solicitation, if any
- (5) Technical Proposal
- (6) Supplementary Documents
 - a. Minimum Qualifications
 - b. Organizational Capacity
- (7) Budget Proposal

B. Technical Proposal

- (1) Explain the proposed services in such a way as to be understood by staff unfamiliar with industry jargon. Use drawings, diagrams, schematics and illustrations as needed.
- (2) Describe how the services requested in the RFP will be provided. Describe the justification for specific services proposed. In particular, describe the justification for services in light of the COVID-19 public health emergency and how the proposed

services fit into the broader context of existing services available to low-income households in San Mateo County.

- (3) Include a table describing the annual goals of the proposed program, including goals for number of clients served and other goals.
- (4) Include a project schedule with dates which includes all milestones applicable to the proposal, including but not limited to services planning period; services ramp-up period; and services ramp-down period.

C. Supplementary Documents

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

- (1) Minimum Qualifications, as described in Section IV (Qualifications and Experience) of this RFP
- (2) Organizational Capacity, as described in Section IV (Qualifications and Experience) of this RFP
- (3) Financial Documents
- (4) Attachments, certifications, and forms, executed as applicable

D. Budget Proposal

- (1) Costs for the base period of service, including personnel, taxes and benefits, and operating costs

1.3 PROPOSAL SUBMISSION

A. Electronic Submissions

- (1) Submit proposals to Public Purchase as directed. Allow sufficient time for uploads to complete. Upload may be terminated if not completed by the Due Date and Time, resulting in rejection of the proposal. Contact Public Purchase with technical questions regarding use of the site. The County will not be responsible for and may not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system. The system is available at:
<https://www.publicpurchase.com/gems/register/vendor/register>
- (2) Submit proposals by e-mail to the Authorized Contact Person. Whether submitting one or several files, in the filename, include the RFP number and title and the name of the party submitting.
- (3) Conflicts between Certain Requirements - The information displayed electronically on the Public Purchase site will take precedence in the event of a discrepancy between information displayed and the information in the solicitation documents, solely relating to a determination of the timeliness of questions, comments, and bid submissions prior to bid submission and Contract formation. For all other discrepancies, the information in the solicitation documents will take precedence.

B. Errors in Proposals

- (1) Proposals may be rejected as unresponsive if they are incomplete, are missing pages, or cannot be opened for any reason. The County may waive minor irregularities in a proposal if it determines that doing so is in the best interest of the County. Such a waiver will not modify any remaining RFP requirements.
- (2) Once the submission deadline is passed, all proposals are final. The County will not be liable for any errors in proposals

1.4 PROPOSER CERTIFICATIONS

By submitting a proposal, each proposer certifies that:

- Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process; and
- It is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- All required licenses, certificates and permits are or will be valid at the time of contract award and will be kept valid for the duration of the contract; and
- Neither proposer, its employees, nor any affiliated firm providing goods and services contemplated by this solicitation has prepared the plans, specifications, or requirements for this solicitation, or has any other actual or potential conflict of interest; and
- It is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, and is unaware of any financial or economic interest of any public officer or employee of the County relating to this solicitation.

1.5 WITHDRAWAL OF PROPOSALS

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

1.6 NO COMMITMENT

Neither submission of a proposal nor the County's receipt of any proposal materials confers any right to the proposer nor any obligation on the County. This RFP is not a commitment or contract of any kind, nor does it commit the County to award a contract or to defray any costs incurred in the preparation of a proposal.

1.7 PROPOSER SELECTION

A. Determination of Responsiveness

Each proposal will be evaluated to determine whether it conforms to the instructions set forth in this solicitation or any modifications issued prior to the Proposal Due Date and Time. The County, in its sole discretion, may waive non-consequential deviations if the deviations cannot have provided an advantage not given to other proposers.

B. Proposal Evaluation

Responsive proposals that meet required Minimum Qualifications, if any, will be evaluated and scored as follows. The County will establish an evaluation committee to evaluate responsive proposals submitted in response to this RFP. Evaluations will be based on the criteria specified in the solicitation. Inaccuracy or errors within a proposal may result in rejection of the proposal. After reviewing all responsive proposals, the evaluation committee may recommend one or more top-ranked proposers for final negotiation of contract terms.

1.8 CONTRACT AWARD

A. Award Procedure

- (1) Award, if made, will be to the firm offering the best value to the County for the services and goods described in this solicitation, or if applicable, for a specific portion of the

services and goods described. Failure to award a contract to lowest cost proposer will not constitute a valid cause of action against the County.

- (2) No contract is binding upon San Mateo County Department of Housing until it is approved by the Director of the Department of Housing and fully executed by all parties. Contract negotiations themselves are neither an offer nor an implicit or explicit guarantee that a contract will be executed. If an agreement is reached, it will be memorialized in a formal agreement using the attached Standard Contract Template.

B. Notice of Intent to Award

Once a decision has been made to award a contract to one or more proposers, the County will issue a Notice of Intent to Award and will notify the non-selected proposers of their non-selection.

C. Commencement of Performance

Once all parties have signed the Agreement, the work may commence. Work performed prior to the term of the Agreement will be uncompensated.

1.9 PROTESTS

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

A. Protest Eligibility and Format

- (1) Protests or objections may be filed regarding the procurement process, solicitation or addenda content, or contract award. The County will only review protests submitted by an interested party, defined as an actual or prospective proposer whose direct economic interest could be affected by the County's conduct of the solicitation. A subcontractor does not qualify as an interested party.
- (2) Submit protests to the County Procurement Manager or designated protest contact by e-mail.

B. Protest Deadlines

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

- (1) If relating to the content of the solicitation or to an addendum, file within five Business Days after the date the County releases the solicitation or addendum.
- (2) If relating to intent to award, file within five Business Days after the County issues notice of Intent to Award. No protests will be accepted once actual award has been made.
- (3) If a Public Record Act request is filed within any of the deadlines stated above, a subsequent protest based on the information disclosed in the PRA must be filed within five days of the County's provision of the information to the requesting party.

C. Protest Contents

- (1) The protest letter, sent electronically via email to the Email Address for Protests must include all of the following elements:
 - a. Detailed grounds for the protest, fully supported with technical data, test results, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and

b. The law, rule, regulation, ordinance, provision or policy upon which the protest is based, alleging a clear violation of a specific law, rule, regulation, or written policy.

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

D. Reply to Protest

The County will reply via email to the protestor, and if applicable, to the party whose proposal is the subject of the protest.

E. No Stay of Procurement Action during Protest

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

1.10 PUBLIC RECORDS

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 in its entirety.
- (3) Submission of any materials in response to this RFP constitutes:
 - a. Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials;
 - b. Complete 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;
 - c. Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
 - d. Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

B. Confidential Information

Documents protected by law from public disclosure will not be disclosed by the County if clearly marked with the word "Confidential" on each applicable confidential section or page. Trade secrets may be marked as confidential but will only be considered confidential if claimed to be a trade secret at the time of submittal to the County, marked as confidential, and compliant with Government Code Section 6254.7.

1.11 INSURANCE

Provide evidence of insurance for each of the checked categories

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

II. SCOPE OF WORK

2.1 PROJECT SUMMARY, PROJECT GOAL

By way of this RFP, the Department of Housing (DOH) seeks to obtain the services detailed in section 2.3 (Eligible Activities) in furtherance of the County's goal to promote housing stability and affordability for low-income households living in the County through the provision of legal aid and mediation services.

2.2 BACKGROUND

The County was allocated by the United States government \$148,897,819 in Federal American Rescue Plan Act (ARPA) funds, with the second tranche of ARPA funds totaling \$74,448,909 received by the County on May 20, 2022. Guidance from the United State Department of the Treasury stated that all ARPA funds must be incurred by December 31, 2024 and expended by December 21, 2026. The COVID-19 public health emergency has created ongoing needs within the community for which ARPA funds may be used. ARPA-eligible community priorities in the County include, among other things, homelessness; housing; assistance to children and families; services for the most vulnerable residents including food and financial assistance; assistance to children and families; support for public WIFI access; and investments in economic recovery work. On May 17, 2022, the County Board of Supervisors approved an allocation plan for the second tranche of the County's ARPA funding, which includes expenditures for legal and informational support for renters.

2.3 ELIGIBLE ACTIVITIES

Listed below are specific eligible types of activities which may be carried out with ARPA funds. However, this list is not representative of all eligible activities. DOH will accept proposals that include activities not included in the list below but that meet the County's goal stated in Section 2.1 (Project Summary, Project Goal) above.

1. Legal Aid Services
 - a. Legal support for tenants and/or landlords to prevent homelessness and support housing stability for low-income households
 - b. Litigation support for legal disputes regarding tenancy for low-income households
 - c. Support for resource-intensive cases
2. Informational and educational resources for tenants and landlords that describe the rights, obligations, and opportunities of each group, in particular, resources describing the protections against harassment and source of income discrimination
3. Mediation services for tenants and landlords that promote stability, that prevent evictions, and that allow tenants and landlords to avoid taking legal actions
4. Mental health services performed in conjunction with services described (1) and (3) above
5. Emergency financial assistance that supports legal aid and landlord/tenant mediation services described in (1), (3), above

2.4 LENGTH OF AGREEMENT

Agreements that are executed in connection with this RFP will have a term of two years, unless otherwise negotiated with DOH and Contractor.

2.5 ADDITIONAL REQUIREMENTS/CONSIDERATIONS

All activities that are funded with an award from this RFP will be subject to ARPA rules and regulations set forth by the United State Department of the Treasury. ARPA rules and regulations will be incorporated into all Agreements that are executed in connection with this RFP

III. EVALUATION CRITERIA

Proposals will be evaluated on the following criteria:

20% - Qualifications and experience of the entity, including capability and experience of key personnel and experience with other public or private agencies to provide these services

30% - Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed services

20% - History of successfully performing services for public or private agencies

15% - Ability to complete work within required time frame

15% - Cost per client

IV. QUALIFICATIONS AND EXPERIENCE

4.1 MINIMUM QUALIFICATIONS

Proposals will be accepted only from organizations that include the following:

- 4.1.1 Evidence or certification of legal authorization to do business in the State of California
- 4.1.2 Evidence that proposer has at least 3 years of experience working in San Mateo County, California, and providing the services similar to the services being proposed through this RFP
- 4.1.3 Proposer's most recent Annual Report or Financial Statements must be provided

4.2 ORGANIZATIONAL CAPACITY

Provide all of the following regarding the prime proposer and, if applicable, all joint proposers regarding organizational capacity:

- 4.2.1 Titles and names of staff members who will be on the team that is responsible for the provision of proposed services
- 4.2.2 Names of proposed subcontractors and descriptions of their respective roles and responsibilities, if applicable. If portions of the services will be performed by subcontractors, include a letter of commitment from each subcontractor.