

## **SECTION I - DEFINITIONS**

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

**Confidential Information:** Information in any form that is not generally known and 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 provided to one party by the other, whether or not designated as confidential, whether or not intentionally or unintentionally disclosed, and whether or not subject to legal protections or restrictions.

**Contract Materials:** finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the Contract for or on behalf of the County, whether or not copyrighted.

**Contract:** The agreement between San Mateo County and Contractor awarded pursuant to this Request for Proposals (RFP).

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

**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.

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

**County:** County of San Mateo

**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:** An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which 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.

**Hosting:** Storage, maintenance, and management of hardware, software, and San Mateo County Data by a party other than San Mateo County, on machines and at locations other than those operated by San Mateo County, where a party other than San Mateo County has regular responsibility for back-up, disaster recovery, security, upgrades, replacement, and overall responsibility for ensuring that all hardware and software continues to function as intended.

**Key Employee:** Employees of the Contractor jointly identified by San Mateo County and the Contractor as possessing unique skill and experience that was a material consideration in San Mateo County's decision to award a Contract.

**Maintenance Updates:** Any revision, update, improvement, modification, enhancement, correction, bug fix, patch, or new release for a system, platform, software or other product, including any change made as a result of applicable federal, State, or local law.

**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 services required under the Contract.

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

Subcontractor: Firms engaged by the Contractor to perform work or provide goods pursuant to the Contract, including vendors and suppliers.

Task Order or Purchase Order: A written request from San Mateo County to a vendor to provide goods or services, indicating types, quantities, prices and delivery criteria.

## **SECTION II - INSTRUCTIONS FOR PROPOSERS**

### **2.1 PRE-SUBMITTAL ACTIVITIES**

A. Submit Proposals at CMO\_COVID\_RFP1@smcgov.org

B. Questions, Comments, Exceptions

Submit questions, comments, and exceptions, including notifications of apparent errors, to communityaffairs@smcgov.org by the Deadline for Questions, Comments, and Exceptions. Questions and comments received after the deadline may not be acknowledged.

(1) Request for changes

If requesting changes to a part of this RFP, identify the specific words or phrases and the sections and paragraphs in which they occur. State the reason for each request and provide alternative suggested language. Failure to submit requests by the deadline will be deemed a waiver of any exception. The County's consideration of a suggestion does not imply acceptance. If sufficient proposals are received with no requested changes, the County may reject those requesting changes.

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

(a) Unless otherwise stated in the RFP, references to items or processes by trade names, models or catalog numbers are to be regarded as establishing a standard of quality and not construed as limiting competition.

(b) If requesting a substitution for a required item, submit requests by the Deadline for Questions, Comments, and Exceptions. Furnish all necessary information required for the County, in its sole judgement, to make a determination as to the comparative quality and suitability of any suggested alternatives. The County's decision will be final. If alternatives are accepted, the County will issue an addendum to the RFP.

C. Revisions to the RFP

The County may cancel, revise, or reissue this RFP, in whole or in part, for any reason. Revisions will be posted on county website. No other revision of this RFP will be valid.

D. 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 discuss any matter relating to the RFP with any officer, agent, or employee of the County, other than through Public Purchase, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures.

(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.

E. Pre-proposal conference and site visits

If a pre-proposal conference or site visit is scheduled, answers to questions raised prior to and at the events will be posted on the County website.

### **2.2 PROPOSAL CONTENT REQUIREMENTS**

A. See attachment A

### **2.3 PROPOSAL SUBMISSION**

A. Submit proposals as directed below.

(1) Electronic Submissions CMO\_COVID\_RFP1@smcgov.org

(2) Hand-written responses, whether or not submitted electronically, will be rejected, with the exception that signatures may be hand-written.

(3) Errors in Proposals

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 remaining RFP requirements.

**2.4 PROPOSER CERTIFICATIONS**

By submitting a proposal, each proposer certifies under penalty of perjury 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
- Proposer is able or will be able to comply with all requirements of this RFP at the time of Contract award; and
- Neither proposer, its employees, nor any affiliated firm providing the requested goods and services has prepared plans, specifications, terms or requirements for this RFP, or has any other actual or potential conflict of interest; and
- Proposer 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 County officer or employee relating to this RFP.

**2.5 WITHDRAWAL OF PROPOSALS**

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

**2.6 NO COMMITMENT**

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

**2.7 ESTIMATED QUANTITIES**

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

**2.8 PROPOSER SELECTION**

At any time in the evaluation process, the County may request clarifications from proposers.

A. Determination of Responsiveness

A responsive proposal conforms to the instructions set forth in this RFP and any modifications to it. Non-responsive proposals will be rejected. The County, in its sole discretion, may waive non-consequential deviations if the deviations cannot have provided an advantage over other proposers.

B. Proposal Evaluation

The County will establish an evaluation committee which will evaluate responsive proposals based on the criteria specified in the RFP. The committee may then recommend one or more top-ranked proposers for final negotiation of Contract terms, or may invite one or more proposers for oral presentations and demonstrations, following which those proposers may be allowed to amend their proposals. After evaluating presentations and amended proposals, the committee may recommend one or more top-ranked proposers for final negotiation of Contract terms.

C. Determination of Responsibility

The County will make a determination of the responsibility of any proposer under consideration for a Contract, taking into consideration matters such as the proposer’s integrity, compliance with public policy and laws, past performance, fiscal responsibility, trustworthiness, financial and technical resources, capacity, and experience to

satisfactorily carry out its responsibilities. The County will notify any proposer found non-responsible and allow the finding to be contested.

## **2.9 CONTRACT AWARD**

### **A. Notice of Intent to Award**

Once a decision has been made to award a Contract to one or more proposers, the County will post a Notice of Intent to Award, notifying the remaining proposers of their non-selection. Inclusion of the recommendation to execute a Contract as an item on a Board of Supervisors meeting agenda may satisfy this notice requirement.

### **B. Award Procedure**

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

### **C. Commencement of Performance**

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

## **2.10 PROTESTS**

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

### **A. Protest Eligibility, Format, and Address**

- (1) Protests or objections may be filed regarding the procurement process, the content of the RFP or any addenda, or Contract award.
- (2) 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 RFP. Subcontractors do not qualify as interested parties.

### **B. Submit protests to the County Procurement Manager by e-mail to [protests@smcgov.org](mailto:protests@smcgov.org) or via hard copy to: County Procurement Manager, 455 County Center, 4<sup>th</sup> Fl, Redwood City, CA 94063**

### **C. Protest Deadlines**

Submit 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 materials filed after the relevant deadline may be rejected by the County.

- (1) If relating to the content of the RFP or to an addendum, file within five Business Days after the date the County releases the RFP or addendum.
- (2) If relating to any notice of non-responsiveness or non-responsibility, file within five Business Days after the County issues such notice.
- (3) 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.

### **D. Protest Contents**

- (1) The letter of protest 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, with an explanation of the violation.

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

E. Reply to Protest

The County will send a written response to the protestor and to any other party named in the protest.

F. No Stay of Procurement Action during Protest

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

**2.11 PUBLIC RECORDS**

A. General

(1) All proposals, protests, and information submitted in response to this RFP 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) 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; and

(b) 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

(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

(1) The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.

(2) If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL". If requested material has been designated as confidential, the County will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.

(3) Failure to seek a court order protecting information from disclosure within ten days of the County's notice of a request to the proposer will be deemed agreement to disclosure of the information and the proposer agrees to indemnify and hold the County harmless for release of such information.

(4) Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested.

(5) Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7.

## **SECTION III - QUALIFICATIONS, EXPERIENCE, AND EVALUATION CRITERIA**

### **3.1 MINIMUM QUALIFICATIONS**

Proposals will be accepted only from organizations that meet the following required qualifications at the time of proposal submission:

- **Organizations:** Must be tax-exempt organization such as organizations that are tax exempt under Sections 501(c)3, 501(c)4, 501(c)6 of the Internal Revenue Code (IRC), or an organization that files a Form 990, Form 990 EZ, or Form 990-N with the Internal Revenue Service (IRS), and that serves San Mateo County residents.
- **School Groups/Districts:** Must provide educational services to residents and students in San Mateo County
- **Government Agencies:** San Mateo County cities, San Mateo County districts/agencies, and libraries in San Mateo County
- **Coalitions:** Groups comprised of two or more organizations, school groups, student associations, or government agencies.

### **3.2 EVALUATION CRITERIA**

Proposals will be evaluated in accordance with the following evaluation criteria:

- 45% - Method and approach

Apparent understanding of the scope of services to be provided

Appropriateness of the proposed solution/services

- 30% - Experience and organizational capacity

Qualifications and experience of both the proposer and key personnel

Experience with other public agencies

Organizational resources and staff, apparent ability to meet any required timelines or other requirements

Being connected to the target community

- 25% - Price

## **SECTION IV - INSURANCE**

Awarded Contractor will be required to provide evidence of insurance for each of the checked categories before Contract execution:

<input checked="" type="checkbox"/>	<b>General Liability</b> (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, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.
<input type="checkbox"/>	<b>Automobile Liability</b>	\$1,000,000 - per accident for bodily injury and property damage.
<input type="checkbox"/>	<b>Workers' Compensation</b>	<b>As required by the State of California</b>
<input type="checkbox"/>	<b>Employers' Liability</b>	\$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"/>	<b>Professional Liability</b> (Errors and Omissions)	\$1,000,000 - per occurrence.
<input type="checkbox"/>	<b>Cyber Liability</b>	\$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 the Contract and for three years thereafter.

### **4.1 SPECIAL INSURANCE REQUIREMENTS - CYBER LIABILITY**

If the work involves services or goods related to computers, networks, systems, storage, or access to County Data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

(1) **Privacy and Network Security**

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County Data or software within Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

(2) **Technology Errors and Omissions**

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for



systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

## ***SECTION V - STANDARD CONTRACT TEMPLATE***

The County's standard contract is template is attached for information only. Do not complete this form. The final agreement between the County and any successful proposer will be based on this template. Proposers are expected to comply with the terms of the County's standard contract and failure to do show may be ground for no award.

See attachment B

**SECTION VI - SCOPE OF WORK**

See: COVID-19 Outreach RFP #OCA1001