



REQUEST FOR PROPOSALS

Title: Auctioneer Services for Public Guardian and Public Administrator Programs

The County of San Mateo is seeking providers for Request for Proposals (RFP) for the provision of auctioneer services for the San Mateo County Aging and Adult Services, Estate Management Unit. The target start date for the proposed services is January 1, 2020, subject to negotiation of a final agreement.

Solicitation Number	2021-01
Number of contracts expected to be awarded	1
Estimated Value or Range per contract	\$300,000
Funding Sources	<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> County <input checked="" type="checkbox"/> Other
Expected Contract Duration	36 months
Hard copy proposals required	Not required. Online submission only
County Mailing Address <i>(for hard-copy communication & proposal submissions)</i>	Victoria Wright 225 37 th Avenue San Mateo, CA 94403
Authorized Contact Person	Victoria Wright
Authorized Contact Person E-mail	Vwright@smcgov.org
E-mail Address for Protests	protests@smcgov.com
RFP Released	September 1, 2020
Pre-proposal meeting date and time	September 15, 1:00 PM PST
Pre-proposal meeting location	225 37 th Avenue, room 137, San Mateo CA
Deadline for Questions, Comments and Exceptions	N/A
Proposal Due Date and Time	September 30, 2020
Submission to County Board for approval	November 17, 2020
Anticipated Contract Award Date	November 20, 2020

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SECTION I - 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 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 solicitation.

Contractor: The person or other entity awarded a Contract in conformance with the terms of this solicitation 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: San Mateo County

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

Aging and Adult Services (AAS): San Mateo County AAS is a division of the San Mateo County Health System. The Division provides a wide range of services to assist seniors, people with disabilities and dependent adults to live as safely and independently as possible in the community, as well as services associated with administering the estates of deceased persons for whom there is no one able or willing to serve as a private administrator. With regard to services to seniors, AAS's overall goal is to develop an integrated long-term supportive services system for older adults and adults with disabilities that is person centered and responsive to the individual needs of older adults and adults with disabilities, focused on coordinated home and community based services to maintain individuals in community settings and flexible in its use of resources while reducing administrative duplication, complexity and fragmentation. The Division provides direct services which include centralized intake and referral; assessment and consultation; protective and supportive services and case management. The two main programs this contract will support and their descriptions are below:

San Mateo County Public Guardian/Conservatorship Program: Deputy Public Guardians/Conservators (DPGs) coordinate the care, including the arrangement of placement and treatment, and manage the income and assets of frail elderly and gravely disabled persons under the jurisdiction of the Public Guardian as appointed by the Superior Court. The DPG arranges for the person's care and protection and coordinates services to meet ongoing needs such as health care, meals, personal care and housekeeping.

San Mateo County Public Administrator Program: Deputy Public Administrators serve the public by investigating and administering the estates of persons who die with no will or without an appropriate person willing or able to act as administrator. The Public Administrator's primary duties are to protect the decedent's property from waste, loss or theft; make appropriate burial arrangements; conduct thorough investigations to discover all assets; liquidate assets at public sale or distribute assets to heirs; pay the decedent's bills and taxes and locate persons entitled to inherit from the estate and ensure that these individuals receive their inheritance. The Public Administrator acts under the authority of the Superior Court.

2.1 PRE-SUBMITTAL ACTIVITIES

A. Registration

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

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

- (2) The County does not maintain the Public Purchase system and is not liable for site failures or technical problems. To resolve technical issues, contact Public Purchase at:
http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html

B. Questions, Comments, Exceptions

Submit questions, comments, and exceptions, including notifications of apparent errors, to the Public Purchase site 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 solicitation, 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 solicitation, 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 solicitation.

C. 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.

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 Public Purchase.

2.2 PROPOSAL CONTENT REQUIREMENTS

A. Proposal Format

Number all pages of the proposal. Label and order each section as follows (Please provide responses on the attached RFP Response template):

- (1) Cover letter - no longer than one page, signed by an individual authorized to execute legal documents for the proposer, identifying the materials submitted.
- (2) Authorized contacts - identify the name and title the person to contact regarding the proposal, as well as all other individuals authorized to represent the organization in contract negotiations.
- (3) Table of Contents, listing all major topics and their respective page numbers.
- (4) Exceptions to the solicitation, or to the final revised solicitation, if any.
- (5) Technical Proposal
- (6) Supplementary Documents, as requested
- (7) Price Proposal

B. Technical Proposal Contents

- (1) Explain responses so as to be understood by people unfamiliar with industry jargon. Use drawings, diagrams, schematics and illustrations as needed, but do not simply refer readers to an exhibit or other section of the proposal in lieu of a complete response.

- (2) Addressing each requirement outlined in this solicitation in the order presented, describe how the requested goods and services will be provided.
- (3) If applicable or requested, include a project schedule with milestones, deliverables, dates, and a project management plan.
- (4) Specify any needs for physical space or equipment that the County must provide during the engagement.
- (5) Explain how work, equipment, and knowledge will be transitioned to the County or a new vendor at the end of the contract 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, using County forms if provided.
- (2) Organizational Capacity and Experience, describing work of a similar nature undertaken for a similar entity.
- (3) Financial Documents.
- (4) Samples, drawings, illustrations and related items.
- (5) Attachments, certifications, and forms, executed as applicable.

D. Price Proposal

- (1) Place all cost and pricing data in a separate sealed envelope clearly marked "PRICE PROPOSAL".
- (2) If forms and templates are provided for the Price Proposal, use them without modification. Failure to use the forms or templates provided, or modification of them, may result in rejection of the entire proposal.
- (3) Alternative Price Proposals may be submitted, but only in addition to, not in lieu of, the requested Price Proposal. If submitting an alternative Price Proposal, clearly identify it as an alternative.
- (4) Include prices for the base period of service and if applicable, for each additional year including option years.
- (5) Unless otherwise indicated, when applicable, in the price of an item, include all licenses required for operation, as well as upgrades and revisions to software over the term.

2.3 PROPOSAL SUBMISSION

A. Submit proposals as directed below.

(1) Electronic Submissions

Include the proposer name and the RFP title and number in each filename. Submit proposals via the Public Purchase website, allowing sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate and proposals will be rejected. The Public Purchase submission time will be the official submission time. Contact Public Purchase with technical questions regarding the site. The County will not be responsible for and may not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system.

(2) Conflicts between Certain Requirements

Prior to the submission deadlines and solely relating to a determination of the timeliness of questions, comments, and proposal submissions, information displayed on the Public Purchase site will take precedence in the event of a discrepancy between that information and the information within the solicitation documents. For all other discrepancies, the information in the solicitation documents will take precedence.

- (3) Hard copy submissions
 - (a) If hard copy submissions are also requested, submit proposals with all required documents in a sealed package to the designated County Mailing Address. Within the package, submit the Technical Proposal and the Price Proposal in separate envelopes. Clearly mark the following information on the outside of the package:
 - Proposer Name
 - Return address
 - Solicitation title
 - Solicitation number
 - (b) Submit proposals and all required documentation so as to physically reach the designated address by the Due Date and Time.
- (4) Hand-written responses, whether or not submitted electronically, will be rejected, with the exception that signatures may be hand-written.

B. 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 solicitation 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 solicitation, 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 solicitation.

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 solicitation 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 solicitation 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.

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 solicitation 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 solicitation. 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 award, 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. The posting may be inclusion of the recommendation to award as an agenda item on the Board of Supervisors schedule.

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 solicitation, or as applicable, for a specific portion of the services and goods described. Any agreement reached will be memorialized in a formal agreement using the attached Standard Agreement template.

C. Commencement of Performance

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

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 solicitation 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 solicitation. Subcontractors do not qualify as interested parties.

- (3) Submit protests to the County Procurement Manager by e-mail to or via hard copy to: jsandhar@smcgov.org; County Procurement Manager, 455 County Center, 4th Fl, Redwood City, CA 94063

B. 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 solicitation or to an addendum, file within five Business Days after the date the County releases the solicitation 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.

C. 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.

D. Reply to Protest

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

2.11 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.
- (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: AAS will only consider proposals from proposers who meet the following minimum requirements:

The proposer is legally authorized to do business in the State of California.

3.2 ORGANIZATIONAL CAPACITY AND EXPERIENCE

Provide all of the following regarding the prime proposer and if applicable, all joint proposers (Please provide all information on the attached RFP Response template).

A. Organizational Capacity:

- (1) Titles and names of staff members who will be on the team responsible for the project, as well as the expected availability of the various individuals. If requested, include the resume of a dedicated, full-time project manager.
- (2) All applicable licenses and license numbers relevant to the project, the names of the holders of those licenses, and the names of the agencies issuing the licenses.
- (3) If portions of work will be performed by subcontractors, names of proposed subcontractors other than suppliers and descriptions of their respective responsibilities.

B. Experience

- (1) The number of years providing services similar to those contemplated
- (2) The number of years providing services to government entities

3.3 REFERENCES

Provide at least three references (Please provide all information on the attached RFP Response template) from successfully completed projects of similar nature to that described in this solicitation, including the name of the organization for which work was performed, and the name, phone number, and e-mail address of an individual at the organization who was responsible for managing and accepting the work. Ensure that contact information is current. If the County cannot contact the reference because of incorrect or out-of-date information, the reference will be deemed not to have been provided.

3.4 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
- 25% - Price

SECTION IV - 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, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.
<input checked="" 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 checked="" type="checkbox"/>	Professional Liability (Errors and Omissions)	\$1,000,000 - per occurrence.
<input type="checkbox"/>	Cyber Liability	\$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.
<input type="checkbox"/>	Pollution Liability	\$ - Per Occurrence
<input type="checkbox"/>	Pollution Liability (Aggregate)	\$

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 PCI 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 TERMS AND CONDITIONS

These are 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.

SECTION VI - SCOPE OF WORK AND SPECIAL PROVISIONS

6.1 SUMMARY

DESCRIPTION

The Auctioneer Services to be provided are listed on but not limited to the Attachment 1 Description of Services. These services are for the Public Guardian/Conservatorship Program and the Public Administrator Program.

Populations served: The services provided are primarily for clients of the Public Guardian/Conservatorship Program and decedent cases of the Public Administrator Program. Provider will collaborate with the AAS staff for the auctioneer services.

Description of Funding: Funds for services in this RFP will be disbursed from PG or PA client accounts. County will not be liable for disbursement of funds.

Monitoring Requirements: Contract awardees will be monitored at least annually by AAS staff. Specific areas of business/performance will be addressed during contract negotiations.

Corrective Action: The Corrective Action Policy is Attachment 2.

Elder Abuse: Provider staff is required to report all suspected cases of abuse or neglect of elders and dependent adults to AAS.

Confidentiality: The confidentiality of all clients shall be protected. No client-related information shall be released by the program without the written consent of the client. All programs are required to be compliant with guidelines set forth in the Health Insurance Portability and Accountability Act.

Disaster Plan: All contractors must be prepared to respond at the time of a disaster and to develop a plan for the continuation or restoration of services after a disaster. The plan must include information on designated staff that will contact AAS in case of an emergency.

Agreement requirements are detailed in the Sample Agreement and Attachments in Section VII. Unless objections are clearly stated, the County will assume that Proposer will comply with all the requirements of the sample agreement.

LENGTH OF AGREEMENT

The anticipated duration of the agreement will be for three years, with the term to begin January 1, 2021 through December 31, 2023

TABBING

The following constitute the required tabbing of sections for each RFP response. Please use the enclosed RFP Response Template when preparing proposal.

TAB 1 Qualifications and Experience

TAB 2 Philosophy and Service Model

TAB 3 Customer Service

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

TAB 5 Cost Analysis and Budget for Primary Services

TAB 6 Cooperative Purchasing

TAB 7 Quality/Program Evaluation

TAB 8 References

TAB 9 Statement of Compliance with County Contractual Requirements

6.2 FINGERPRINTING AND BACKGROUND CHECKS

May need background checks for children, inmates, school access, etc.

6.3 PREVAILING RATES

The services contemplated under this procurement include “public works”. For all such work funded by this Agreement, the Contractor is required to comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for any “public works” as that term is defined in the statutes, including all applicable flowdown provisions. For purposes of complying with prevailing wage laws, the Contractor must comply with the provisions applicable to an awarding body.

Enclosure 1 RFP Response Template

Enclosure 2 Standard County Agreement template with Contractor

Enclosure 3 Equal Benefits Program – Frequently Asked Questions

Enclosure 4 Equal Benefits Requirements Chapter 2.84 of the Ordinance Code of San Mateo County

Enclosure 5 Jury Service Requirements Chapter 2.85 of the Ordinance Code of San Mateo County

Enclosure 6 Fingerprinting Requirement Form

Enclosure 7 Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

Enclosure 8 Attachment 1: Description of Services; Attachment 2: Corrective Action Policy

SECTION VII - STYLE SHEET (THIS IS HEADING 1)

Body 1 - Heading 1 will start a new page. Body 1 will left-align. All fonts are set for Calibri 10.

7.1 HEADING 2

Body 2 (automatically follows Heading 2)

A. Heading 3

Body 3 (automatically follows Heading 3). The first three headings must be captions. Don't start writing a paragraph because the entire paragraph will appear in the table of contents. For headings after #3, it doesn't matter.

(1) Heading 4

Body 4 (automatically follows Heading 4)

(a) Heading 5

Body 5

(i) Heading 6

Body 6

- Bullet 1
 - Bullet 2

Use the styles in the ribbon bar at the top of the screen.

Don't use the numbering lists. Word has a difficult time with lists and including more than one in a document confuses Word.

Don't hit the "ENTER" key to add space between paragraphs. Spacing is already formatted. The "section" title will start on a new page.

Attachment 1
Auctioneer Services
Description of Services

Contractor will -

- 1) Provide at least (2) staff to pick up assigned property during business hours (8:00 a.m. through 5:00 p.m.) Monday through Friday;
- 2) Assure County property to be near immediate placement in auction per contractor's dedicated schedule;
- 3) Send checks within 5 business days to County once property has been sold by contractor;
- 4) Provide Consigner Settlements with the following Public Guardian/Public Administration identifiers: estate name, date of sale, and inventory number;
- 5) Have each lot indicate its inventory number(s), quantity and description(s) of items including the number of units;
- 6) Have detailed reports of each item sold including but not limited to: sale price, commission amount, the net amount due to the consignor for each lot sold;
- 7) Provide Summary Memos – This memo is to be on contractor letterhead and issued when closeout of an estate is determined. The memo must reference, but is not limited to: location of auction(s), estate name, auction dates, amounts due consignor by date of auction, and the total amount due consignor;
- 8) Provide Consignor Checks – This check is for the net amount due at the close of the auction. The check shall be paid to Public Guardian/Public Administration and the name of the estate shall be referenced on the front of the check;
- 9) Provide weekly updates of any unsold items per estate;
- 10) Provide consultations regarding sales at no extracost;
- 11) Provide annual trainings for AAS staff (no more than 2 hours) at no extra cost;
- 12) Manage all sales according to the Probate Code and Local Court Rules;

- 13) Be able to auction a variety of items and handle auctions for at least 40 estates per year and \$75,000 to \$100,000 in gross sales from the Public Guardian / Public Administrator office;
- 14) Provide letters of explanation for discard of non-saleable items;
- 15) Provide two types of auction sales. Partial or whole sale would be included. Each auction item will be sent to auction for a maximum of three times. After the third time, they should consult with AAS to see what needs to be done
 - Absolute auctions – the most common auctions, as items will be sold to the highest bidder;
 - Reserve auctions – in this case, an item for sale may not be sold at or below a fixed amount. The fixed or discretionary price is established by the estate property manager and given to the auctioneer prior to auction. Acceptance of any sale below the established price must be approved by the estate property office.
- 16) Use the San Mateo County Aging and Adult Estate Management inventory numbering system when referring to items on invoices and other forms of documents;

Auctioneer Services for Public Guardian and Public Administrator Programs

Proposal Submitted By: _____

Cover Letter

Date

Firm Name (if applicable)

Address

City, State, Zip

Email Address

Phone Number

Dear County of San Mateo:

I am pleased to submit the enclosed RFP for Auctioneer Services for Public Guardian and Public Administrator Programs for the County of San Mateo. I have read and agreed to all the term and conditions outlined in the RFP along with all the attachments and enclosures referenced in the RFP.

The following are authorized officer(s) or employee(s) to represent, submit, and commit this proposal under the terms of the proposal:

Name	Title	Authorized Signature

Please do not hesitate to contact me if you have any questions.

Sincerely,

<Authorized Signature>

Auctioneer Services for Public Guardian and Public Administrator Programs

Proposal Submitted By: _____

TAB 1 Qualifications and Experience:

<p>1) Provide a statement of qualifications for your organization, a statement of the size of firm, a description of services including techniques, approaches and methods provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.</p> <p>Proposer’s Response:</p>															
<p>2) How many full time employees (FTEs) do you plan to assign to this project if you are selected?</p> <p>Proposer’s Response:</p>															
<p>3) How many people in total are employed by your company? Delineate between employees and consultants.</p> <p>Proposer’s Response:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;"># of Employees</th> <th style="width: 33%;"># of Consultants/ Subcontractors</th> <th style="width: 33%;">Total</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	# of Employees	# of Consultants/ Subcontractors	Total												
# of Employees	# of Consultants/ Subcontractors	Total													
<p>1) If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training, and any professional certifications and/or licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.</p> <p>Proposer’s Response:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Name</th> <th style="width: 33%;">Applicable training and Degree</th> <th style="width: 33%;">Professional Certifications/Licensing</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Name	Applicable training and Degree	Professional Certifications/Licensing												
Name	Applicable training and Degree	Professional Certifications/Licensing													

Auctioneer Services for Public Guardian and Public Administrator

Programs

Proposal Submitted By: _____

TAB 2 Philosophy and Service Model:

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

- 1) Describe how you will fulfill the needs of the County described in this RFP. Attach a project plan, if appropriate.

Proposer's Response:

- 2) Identify how you will meet all other aspects of the scope of work and related requirements stated above. List any items that you cannot provide.

Proposer's Response:

- 3) Describe the measurements/metrics/deliverables/assessments that you will provide after each transaction to allow the County to assess the services you will provide.

Proposer's Response:

- 4) List your needs for physical space and/or equipment at the County during this engagement, if any, aside from space or equipment that would be provided by the County as an obvious aspect of the requested services (for example, computers to document services).

Proposer's Response:

- 5) Provide information on any other pertinent services, if any, that you will offer that will reduce costs or enhance revenue for the County.

Proposer's Response:

Auctioneer Services for Public Guardian and Public Administrator Programs

Proposal Submitted By: _____

TAB 3 Customer Service:

1) How will your services meet the needs of County clients and/or the public?

Proposer's Response:

2) In the event of any problem, who is to be contacted within your organization and describe how you will address such problems and the timeframe for addressing them?

Proposer's Response:

3) How do you provide the best auctioneer services?

Proposer's Response:

4) Do you have any experience around Probate Code and Local Court Rules?

Auctioneer Services for Public Guardian and Public Administrator Programs

Proposal Submitted By: _____

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

- 1) List any current licensure, HIPAA, discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in formal claims, administrative actions, or any kind of judgements against you.

Proposer's Response:

Auctioneer Services for Public Guardian and Public Administrator Programs

Proposal Submitted By: _____

TAB 5 Cost Analysis and Budget for Primary Services:

- 1) Provide a detailed explanation for all costs associated with your providing the requested services if you are selected. Please indicate if any of these costs are separately billable, i.e., not included within the services already covered by the commission.

Proposer's Response:

- 2) Include start-up costs if any. Please indicate if any of these costs are separately billable, i.e., not included within the services already provided.

Proposer's Response:

- 3) No travel time will be allowed to be charged. Would you agree with that?

Auctioneer Services for Public Guardian and Public Administrator Programs

Proposal Submitted By: _____

TAB 6 Cooperative Purchasing:

- 1) State whether the resultant contract can be extended to other San Mateo County departments and/or public agencies in the San Francisco Bay area upon their request. Your response to this inquiry will not affect the selection decision unless all other factors are deemed to be equal by the County.

Proposer's Response:

- 2) List any additional services that are not included in the base bid value that you foresee may be necessary, and list the proposed costs for these additional services. Please indicate if any of these costs are separately billable, i.e., not included with the services already covered by the commission.

Proposer's Response:

Auctioneer Services for Public Guardian and Public Administrator Programs

Proposal Submitted By: _____

TAB 7 Quality/Program Evaluation:

Each program may have specific quality/evaluation issues, below are some examples:

- 1) How do you ensure that you are continuously providing the best level of service for the County of San Mateo if awarded a contract through this RFP?

Proposer's Response:

- 2) Describe a contingency emergency plan.

Proposer's Response:

- 3) Describe credentialing/licensing.

Proposer's Response:

Auctioneer Services for Public Guardian and Public Administrator Programs

Proposal Submitted By: _____

TAB 8 References:

- 1) List at least three business and client references for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.

Proposer's Response:

Name	Title	E-Mail	Phone #	Relation

- 2) Provide at least three references from peers in your industry for whom can attest to your experience, reputation, knowledge, and verify the content of your RFP. Include names, titles, e-mail addresses and phone numbers for these individuals.

Proposer's Response:

Name	Title	E-Mail	Phone #	Relation

Auctioneer Services for Public Guardian and Public Administrator Programs

Proposal Submitted By: _____

TAB 9 Statement of Compliance with County Contractual Requirements:

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

- 1) The County non-discrimination policy
- 2) The County equal employment opportunity requirements
- 3) County requirements regarding employee benefits
- 4) The County jury service pay ordinance
- 5) The hold harmless provision
- 6) County insurance requirements
- 7) The County Living Wage Ordinance
- 8) All other provisions of the standard contract

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

Proposer's Response:

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

Proposer's Response: