



REQUEST FOR PROPOSAL/ QUALIFICATIONS

NO. 2023-001

On-Call HCAI Architectural Design and Space Planning Services

Solicitation Number	2023-001
Number of contracts expected to be awarded	Up to 3
Estimated Value or Range per contract	\$600,000.00
Funding Sources	<input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> County <input checked="" type="checkbox"/> Other
Expected Contract Duration	36 months
Options to Renew	Option to extend for an additional 24 months
Hard & Electronic copy proposals required	(1) Hard Copy (1) Electronic Copy
County Mailing Address <i>(for hard-copy proposal submissions)</i>	County of San Mateo Department of Public Works 555 County Center, 5th Floor Redwood City, CA 94063 Attention: Roxanne Maquinana
Contact Person for RFP/Q General Information	Roxanne Maquinana rmaquinana@smcgov.org
Contact Person for Protests	Tory Newman tnewman@smcgov.org
RFP/Q Released	April 12, 2023
Pre-proposal meeting date and time	Wednesday, April 26, 2023 at 10:00 AM
Pre-proposal meeting location	Microsoft Teams Meeting ID: 287 246 824 488 Passcode: At6Hnr By Phone: +1 628-212-0105 (Conference ID 467 535 444#)
Deadline for Questions, Comments and Exceptions	May 3, 2023 by 5:00 PM
Respond to Questions	May 10, 2023
Proposal Due Date and Time	May 17, 2023 by 2:30 PM
Interviews	Week of May 22, 2023
Submission to County Board for approval	June 2023
Anticipated Contract Award Date	June 2023

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SECTION I - GENERAL INFORMATION

1.1 STATEMENT OF INTENT

As outlined in more detail in Section II – Scope of Work, this Request for Qualifications (RFP/Q) seeks On-Call Architectural Design and Space Planning Services. The anticipated services may include various consulting needs as necessary for a variety of Capital Projects within the County of San Mateo managed under the Department of Public Works (“DPW” or “Department”). The target start date and term for the proposed services are subject to negotiation of a final agreement, through the completion of the projects. DPW intends to bring under contract up to three (3) on-call consulting firms to provide services on an as-needed basis with an aggregate fiscal obligation not to exceed **\$600,000.00** during a maximum individual term of three (3) years. Separate projects/assignments under each agreement will be issued as a “Task Order(s) – Notice(s) to Proceed” as warranted. The target commencement date for the proposed services is **June 2023**.

1.2 BACKGROUND

The County of San Mateo (the “County” or SMC) covers most of the San Francisco Peninsula. The region covers 744 miles and is home to nearly 800,000 residents. The County is made up of 20 incorporated cities. The County provides for the health and welfare of all people within its borders and serves as the local government for the unincorporated areas. Innovation thrives here in industries including bioscience, computer software, green technology, hospitality, financial management, health care, education and transportation. The County prides itself on how that prosperity fosters its commitment to protecting and enhancing the health, safety, welfare and natural resources of the community.

The Department plans, designs, constructs, operates, manages and maintains all County-owned facilities to ensure they are safe and accessible to residents and clients of County agencies, the general public, and County employees. DPW has a budget of approximately \$200 million and is staffed with over 300 employees in four divisions: Administrative Services and Airports, Engineering and Resource Protection, Facility Services, and Road Services, supporting the 46 special districts governed by the Board of Supervisors and administered by the Department.

1.3 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 the County of San Mateo 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 the County of San Mateo or the County of San Mateo'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 the 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 the 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 the County of San Mateo Data by a party other than the County, on machines and at locations other than those operated by the County, where a party other than the 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 the County of San Mateo and the Contractor as possessing unique skill and experience that was a material consideration in the 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 the County of San Mateo as the County's primary contact for the receipt and management of the goods and services required under the Contract.

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 the County of San Mateo to a vendor to provide goods or services, indicating types, quantities, prices, and delivery criteria.

SECTION II - SCOPE OF WORK AND SPECIAL PROVISIONS

2.1 SUMMARY

The County is seeking qualified On-Call Architectural Design and Space Planning Consultant Services for health facilities including acute-care facilities. The selected firms should anticipate being called upon to deliver a variety of project types of varying degrees of complexity and scale. Some of the projects that may be requested include early-stage design services such as needs assessment, programming, concept design, schematic design, feasibility studies, mid- and late-stage projects with design and engineering services related to design development, construction documentation, construction administration, and project closeout under the purview of the Department of Health Care Access and Information (HCAI). Requested services may involve an entire project or for a portion of a project or for any project phase. Specific to project onsite responsiveness, architectural firm and space planning firm's respective subconsultants shall be within proximity of the County of San Mateo whereby a same day project site visit requires immediate attention.

The scope of service to provide shall be in accordance with the California Code of Regulations –Title 24 requirements, latest edition and all other applicable codes and standards, and will include but not be limited to the following scope:

1. Providing the County with an estimated budget for the recommendations, taking into consideration the various location scenarios, as well as timelines for completion and benchmarks for use in tracking the project.
2. Ongoing architectural consultation services throughout the duration of a project

Length of Agreement: The anticipated duration of the agreement will be for three (3) years, with the term tentatively to begin June 2023.

2.2 FINGERPRINTING AND BACKGROUND CHECKS

Potential staff may be required to pass a Live Scan (DOJ and FBI) background check at the contractor's expense prior to working in County facilities. Potential staff shall follow the directions provided by the Deputy Director of Facilities or his designee to complete this process and will not begin work in a County facility until they have been officially notified in writing by the Deputy Director of Facilities that they have received background clearance.

2.3 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. (<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>)

SECTION III - INSTRUCTIONS FOR PROPOSERS

3.1 PRE-SUBMITTAL ACTIVITIES

A. Questions, Comments, Exceptions

Submit questions, comments, and exceptions, including notifications of apparent errors, to Roxanne Maquinana, rmaquinana@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 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.

B. 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 the Department's website <https://publicworks.smcgov.org>. Proposers are responsible for ensuring that they have received all addenda from Public Works.

C. 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/Q 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/Q 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.

D. 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 Department's website www.smcgov.org/publicworks.

3.2 PROPOSAL CONTENT REQUIREMENTS

A. Proposal Format

Number all pages of the proposal. Label and order each section as follow:

- (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) Specify any needs for physical space or equipment that the County must provide during the engagement.
- (4) 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.

3.3 PROPOSAL SUBMISSION

A. Submit proposals as directed below.

- (1) 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 to physically reach the designated address by the Due Date and Time.

(2) Electronic Copy Submissions

- (a) Within the above package, submit a memory stick with the Technical Proposal, the Price Proposal, and all required documents into separately named files.

Clearly mark each file name with the following information:

- Proposer Name
- Solicitation title
- Solicitation number
- Proposal Type

- (b) Submit proposal with all required documents within the Hard Copy submission sealed package to the designated County Mailing Address.
- (c) Hand-written responses, whether submitted electronically, will be rejected, with the exception that signatures may be hand-written.

(3) 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 Department of Public Works website 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.

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/Q requirements.

3.4 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 influence the selection process directly or indirectly; 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.

3.5 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn, modified, or replaced at any time prior to the Due Date and Time. After that time, whether 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.

3.6 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/Q 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.

3.7 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.

3.8 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.

3.9 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.

3.10 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 Tory Newman, Deputy Director of Facilities Services, by e-mail to tnewman@smcgov.org or by hard copy to: Tory Newman, Department of Public Works, 555 County Center, 5th Floor, Redwood City, CA 94063.

B. Protest Deadlines

Submit protests with any supplemental materials by 5:00 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 5:00 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.

3.11 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/Q will be a public record.
- (3) Submission of any materials in response to this RFP/Q 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 IV - QUALIFICATIONS, EXPERIENCE, AND EVALUATION CRITERIA

4.1 MINIMUM QUALIFICATIONS

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

- The proposer has been actively and normally engaged in space planning or architectural design services described in this solicitation for the past 5 years.
- The proposer is legally authorized to do business in the State of California.

4.2 ORGANIZATIONAL CAPACITY AND EXPERIENCE

Provide all of the following regarding the prime proposer and if applicable, all joint proposers.

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

4.3 REFERENCES

Provide at least three references 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.

4.4 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 V - 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 checked="" 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)	\$

5.1 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 VI - 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.