



REQUEST FOR PROPOSALS

**BABY BONUS GUARANTEED INCOME PAYMENT
DISTRIBUTION VENDOR**

REISSUED OCTOBER 7, 2024

Responses must be received via email by

Monday, November 4, 2024 at 5:00 PM

Send responses to Mai Le: mle@smcgov.org, and Myra Cruz: ecruz@smcgov.org

Note regarding the Public Records Act:

Government Code Sections 6250 et seq., the California Public Record Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request for Proposals is a public record in its entirety. Also, all information submitted in response to this Request for Proposals is itself a public record without exception. Submission of any materials in response to this Request for Proposals constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by F5SMC if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless F5SMC for release of such information.

I. RFP Schedule

RFP Released	October 7, 2024
Deadline to Submit Questions	October 16, 2024, 5 pm PT
Responses to Questions Posted	October 18, 2024
Deadline for Letter of Intent	October 23, 2024, 5 pm PT
Proposal Due Date and Time	November 4, 2024, 5 pm PT
Notice of Intent to Negotiate	November 18-21, 2024
Anticipated Contract Award Date	December 16-20, 2024

Please Note: This RFP is not a commitment or contract of any kind. F5SMC reserves the right to pursue any and/or all ideas generated by this RFP. The responses will be used to determine the respondent's ability to render the services to be provided. The failure of a respondent to comply fully with the instructions in the RFP may eliminate its response from further evaluation as determined at the sole discretion of F5SMC.

II. Purpose

First 5 San Mateo County (F5SMC) is issuing a Request for Proposal (RFP) for Baby Bonus Guaranteed Income Payment Distribution Vendor. As part of the Baby Bonus Program, F5SMC is seeking a payment disbursement provider to administer monthly payments to approximately 700 participants, including setting up and administering a prepaid debit card program, as well as providing technical assistance to program participants. The awarded provider will issue monthly payments to enrolled participants over a 4.5 year period, anticipated to begin January 2025. The total amount to be disbursed is estimated at \$4,644,000.

The agreement shall have a term of five (5) years. In addition, F5SMC shall have one (1) option to extend the term for an additional period not to exceed two years, which F5SMC may exercise in its sole, absolute discretion. To exercise this option, F5SMC shall provide written notice to the Contractor at least thirty days before the end of the agreement's term.

Tentative Baby Bonus Program Schedule	
Baby Bonus Program Planning Period	January 2024-January 2025
Baby Bonus Planned Start Date	January 2025
Anticipated Enrollment Period	January 2025-June 2026
Anticipated Payment Distribution Period	January 2025-June 2029
Evaluation Period	January 2025-December 2029

Direct Disbursement Allocation Estimate	
FY 2024-25	\$580,500
FY 2025-26	\$1,161,000
FY 2026-27	\$1,161,000
FY 2027-28	\$1,161,000
FY 2028-29	\$580,500
Total	\$4,644,000

III. Background

In November 1998, California voters passed the California Children and Families First Act (Prop 10). This groundbreaking legislation added a 50-cent tax on all tobacco products with the purpose of creating “an integrated, comprehensive, and collaborative system of information and services to enhance optimal early child development.” The F5SMC Commission was established in 1999 and consists of nine Commissioners appointed by the SMC Board of Supervisors. Our Strategic Plan is updated every five years and guides our approach to funding, partnership, policy, and advocacy. The current plan has four Focus Areas: Quality Care & Education; Healthy Children; Resilient Families; and Policy, Advocacy & Communications, including Research & Evaluation.

F5SMC promotes positive outcomes for young children and their families through strategic investments, community leadership, and effective partnerships. In the last 5 years, F5SMC has invested over \$26 million in funding, directly serving 57,945 clients including children 0-5, parents/caregivers, and service providers. First 5’s programs and activities foster the optimal development of children ages birth to 5 by investing in health, early learning, family engagement, and systems-building efforts. Funded partners implement a range of diversity inclusion equity & belonging (DEIB+) best practices supporting children and families from diverse backgrounds and lived experiences. F5SMC staff are leaders in statewide First 5 policy work and are connected with other localities pursuing similar economic strategies for families with young children.

The San Mateo County Baby Bonus Program grew out of listening sessions that former Congresswoman Jackie Speier held with women experiencing low income to inform the focus of her work and new foundation. The Baby Bonus Project was announced at the Ending Child Poverty Summit in August 2023, and F5SMC was asked to manage the planning and coordination of this demonstration project. F5SMC is working in close partnership with Stanford, San Mateo County Health, San Mateo County Human Services Agency, the Health Plan of San Mateo County, and the Jackie Speier Foundation.

Providing a monthly unconditional cash gift starting at birth and beyond we hope can provide multiple long-term benefits for the entire family. Income is a known key factor in health equity as it can impact many, if not all, social determinants of health. When individuals have adequate and stable income, they are more likely to afford basic needs to safely care for a newborn (diapers, medication, clothing), stable and safe housing, have greater access to resources that protect and improve health such as healthcare, healthy foods, education, and childcare, and live in safe neighborhoods of opportunity. The SMC Baby Bonus Program anticipates positive impact to priority populations in these areas.

IV. Baby Bonus Project

The Baby Bonus Project is a pilot project that will provide a cash gift and coordinated services to parents enrolled in Medi-Cal in San Mateo County for the first three years of their child’s life.

The cash component will be a \$300 monthly unconditional cash gift starting at birth and continuing for 36 months. Birthing parents will be enrolled shortly after delivery of their newborn, in coordination with the Health Plan of San Mateo. The majority of Medi-Cal funded births in San Mateo County occur at Stanford’s Lucile Packard Children’s Hospital (LPCH). F5SMC is partnering with Stanford University to conduct a randomized controlled trial (RCT). Three hundred (300) families that have given birth at LPCH will be randomly selected as part of the RCT to receive \$300 monthly cash transfers. A comparison group of three hundred (300) families at LPCH may also receive \$30 monthly cash transfers. In addition, Health Plan of San Mateo will enroll one hundred (100) families who have given birth at other hospitals to receive \$300 monthly cash transfers, outside of the RCT. Enrollment of participants is expected to be continuous through an 18-month period. Actual numbers of participants may change. Numbers provided below are an estimate.

Enrollment Partner	Estimated Number of Participants	Amount
LPCH	300	\$300/month
LPCH	300	\$30/month
HPSM	100	\$300/month

The six hundred (600) families enrolled in the RCT at LPCH will receive care coordination in addition to the monthly cash transfers (either \$300 or \$30). The coordinated services component will connect families to a Community Health Worker (CHW) soon after birth. The CHWs, employed by Health Plan of San Mateo, are non-clinical service navigators who can facilitate access to follow up pediatric care, Family Health Services home visits, resources to address food insecurity, and other early childhood support services offered by First 5 and partners. Our aim is for CHWs to reflect the culture and language of the families they serve. Their engagement with families will occur at the hospital after delivery, as well as at regular intervals throughout

the three years of the Baby Bonus program, as the child grows and family needs change.

V. Desired Tasks and Activities

Please Note: The tasks below are examples of the activities that the Firm is likely to be asked to undertake. They are not intended to represent a final scope of work for this role. Final scopes of work and deliverables will be established during contract negotiations between F5SMC and the successful proposer prior to the start of the project.

A. Equity and Inclusion

- a. At a minimum, services must be available in English and Spanish.
- b. Staff must be available to provide assistance to clients in Spanish and English, with capability to accommodate additional languages through interpretation/translations services as needed.
- b. Payment must be available to clients regardless of immigration status or banking status.
- c. Staff should be trained on racial equity, cultural competence, trauma-informed care, working with diverse populations, and any other related principle/practice necessary to serving clients under the agreement.
- d. Contractor should implement and/or maintain policies related to racial equity, cultural competency, working with diverse populations, and trauma-informed care.

B. Orientation and Enrollment

- a. Develop orientation videos and written materials in English and Spanish to ensure participants understand their payment disbursement schedule, how they will receive money, how to get technical assistance, and other key information, with input from F5SMC and partners.
- b. Enroll participants (upon referral by F5SMC and partners).
- c. Ensure participants receive their first disbursement within two weeks of enrollment.

C. Payment Method and Distribution

- a. Provide cash payment via a pre-paid debit card or via another F5SMC approved method such as direct deposit into a participant's bank account (if available) or other electronic transfer of funds.

- b. Distribute payment securely to each participant for 36 months from month of birth without any restrictions or conditions attached.
- c. Make tracking of payments available to participants.
- d. Guide participants in opening checking and savings accounts and/or refer them to reputable banking institutions if they wish to establish bank accounts.
- e. Provide clear and understandable instructions for participants to get the funds from the pre-paid debit card deposited into a bank account.

D. Customer Service, Training and Technical Support

- a. Provide ongoing training, troubleshooting, and technical support to participants throughout the duration of the program. Topics may include enrollment, disbursement issues, system usage, lost or stolen cards, accessing support, and methods of disbursements/payments.
- b. Design and provide written procedures that address stolen, lost, or missing (cards) payments.
- c. Provide options for participants to directly communicate with provider regarding participant issues or questions.
- d. Respond in a timely manner to requests from F5SMC, partners, and participants, for support to resolve participant concerns/issues.
- e. Provide customer support at a minimum Monday through Friday during regular business hours. Support will be accessible via telephone, text messaging, email, and/or online chat. Support will be available at a minimum in English and Spanish.

E. Data Tracking, Reporting, and Evaluation

- a. Collaborate with F5SMC and partners to develop metrics to be tracked during program.
- b. Collect program participant data in a secure and reliable way.
- b. Provide monthly and annual reports of cards issued, customer service utilization, and card usage activities (aggregated).
- c. Participate in the evaluation report at the close of the pilot (after June 30, 2029).
- d. Provide Ad Hoc report(s) upon request by F5SMC.
- e. Ability to utilize F5SMC's grants management system (Persimmony) for reporting and invoices

F. Additional Services

- a. Participate in regular meetings with F5SMC and other program partners (identified by F5SMC) to discuss status and to make necessary program adjustments.
- b. Maintain adequate staffing to meet program and participant needs and disburse payments timely.

VI. Minimum Qualifications

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract. Proposer is defined as the prime firm or joint venture that is proposing on this RFP.

Proposers must meet the following Minimum Qualifications:

1. Proposer shall have completed at least two (2) similar projects within the last four (4) years, at least one (1) of which had over 100 participants.
2. Proposer and subcontractors are registered and in good standing with sam.gov/SAM/

In order for a firm to pass the minimum qualifications and to be considered for contract award the firm shall be in good standing with Federal Government agencies and the State of California. Firms that have been debarred, suspended, proposed for debarment, declared ineligible by Federal or State agencies will not qualify for contract award.

VII. Desired Qualifications

- Ability to expertly deliver Desired Tasks & Activities.
- Experience distributing a monthly cash gift to people who have low-income, and may be unfamiliar with banking services, have low financial literacy, and other barriers to financial stability.
- Significant and nuanced experience and expertise with guaranteed income programs
- Skill at facilitation of inclusive, participatory, and transparent processes.
- Ease and clarity presenting and engaging in discussion with various stakeholder groups, including participants, multidisciplinary workgroups, and boards and commissions.
- A deep and evolving commitment to exploring principles of diversity, equity, inclusion, and belonging.
- Proactive and responsive communications

- Strong ability to establish trust and build rapport with internal and external stakeholders.
- Commitment to working with F5SMC and partners to achieve the collective goals of the project.
- Knowledge of San Mateo County and of child- and family-serving systems
- Knowledge of regional, state, and national policy research and developments on guaranteed income and economic security for families

VIII. Submitting Questions

Submit questions regarding the RFP to Mai Le, mle@smcgov.org, and Myra Cruz, ecruz@smcgov.org by **Wednesday, October 16, 2024, 5 p.m. PT**. Questions and comments received after the deadline may not be acknowledged.

Answers to questions raised by the deadline will be posted on <https://first5sanmateo.org/funding-opportunities/> by October 18, 2024.

IX. Letter of Intent

A letter of intent (LOI) is required for all prospective firms interested in submitting a proposal. This letter of intent is *not binding*. There is no penalty for submitting an LOI and then opting out of submitting a full proposal.

Email completed letters to Mai Le mle@smcgov.org and Myra Cruz ecruz@smcgov.org no later than **October 23, 2024, by 5 p.m.**

X. Proposal Submissions

Submit an electronic copy of your proposal via email to Mai Le, mle@smcgov.org, and Myra Cruz, ecruz@smcgov.org. All proposals must be received by **5 pm PT on Monday, November 4, 2024**. The following documents must be submitted:

- Technical proposal
- Fee proposal

A. Format

Documents should be created in the following format:

- Text should be Arial (12-point minimum font size) and unjustified (i.e., with a ragged-right margin)
- Pages should have margins of at least one inch on all sides (excluding headers and footers)

- Include Table of Contents
- Must be submitted in PDF format

B. Technical Proposal

1. Introduction and Executive Summary (up to 1 page)

Submit a letter of introduction and executive summary of the proposal. The letter must contain:

- Name, title and contact information (email, phone, and address) for representative of proposing firm who is responsible for communication related to this RFP.
- Signature of person authorized to obligate firm to perform the commitment contained in the proposal.

Submission of the letter will constitute a representation by firm that you are willing and able to perform the commitments contained in the proposal and have not violated the terms of this RFP.

2. Statement of Minimum Qualifications (up to 1 page)

Describe how the firm meets the minimum qualifications as set forth in **Section VI-Minimum Qualifications** of this RFP.

3. Project Approach (up to 5 pages of text, up to 4 additional pages for images as described below)

Describe the services and activities that your firm proposes to provide to the F5SMC. Include the following information:

- Overall scope of work tasks, and how your firm will approach the project. Include information such as how the firm will receive funds, administer payments, insure accounts and funds, manage accounts, provide customer support, level of familiarity with related tax (or other) laws, etc.
- Schedule and ability to complete the project within F5SMC's required time frame.
- What insurances are in place to protect F5SMC and participants' funds and private data?
- What fees could be incurred by participants?
- What information is needed before a participant can be enrolled?

- How will you ensure inclusion of undocumented and unbanked participants?
- Is there a credit review requirement?
- At initial enrollment, how long does it take for card to be issued and loaded with money?
- Does the firm offer instant-issue cards, and do they have extra limitations or fees?
- Is the debit-card “portable,” i.e., accepts deposits from other sources, like employers or tax refunds?
- Can the card be used to withdraw cash at ATMs, at point of sale, and for online bill pay?
- How extensive is the free ATM network?
- Is there a mobile card option available?
- What happens if a participant has a lost or stolen card?
- Are there any additional perks associated with the card and provider (e.g., custom branding, mobile platform for participants, financial education services, etc.)?
- What will the customer interface look like for participants? (Up to 2 additional pages of example card or electronic interface images can be included.)
- What hours is your Customer Service line available? What languages can you regularly support without interpreter services?
- What tracking and reporting capabilities does the firm have, and how is the data stored?
- What data on card usage will be available to F5SMC and designated partners? How will it be reported? (Up to 2 additional pages of tables and/or example data reports can be included)

4. Firm Qualifications

Provide information on your firm’s background and qualifications which addresses the following:

- A brief description of the firm, as well as how any joint venture or subcontractors would be structured, listing each firm’s responsibility of services. (No more than 1 page)
- A description of at least two (2) but not more than three (3) projects similar in size and scope prepared by your firm including client, project summary, and the

names of staff members who will be assigned to this project and also worked on each previous, similar project. Descriptions should be limited to one (1) page for each project.

- Most recent financial statements and audits.

5. Team Qualifications (2 pages)

Provide a chart identifying:

- Project team and reporting structure
- Lead project manager
- Role each person will play in the project
- Written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without F5SMC's prior approval.
- Provide a brief description of the experience and qualifications of the project team members, including short resumes if necessary.

6. Insurance (no more than 1 paragraph)

F5SMC has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry \$1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers' compensation insurance; if the contractor or its employees maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name F5SMC and the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may exist. **Please indicate whether your agency is able to meet these insurance requirements and note any questions or concerns you may have.** Note that, in rare circumstances, these requirements have been waived and inability to meet these requirements does not automatically disqualify proposers.

C. Fee Proposal

F5SMC reserves the right to accept other than the lowest priced offer and to reject any

proposals that are not responsive to this request.

Provide summary of budget over 5-year term. Include start-up costs, if any. If start-up costs are requested, provide a description of start-up activity and anticipated expenses. In addition, describe leveraging of funding sources that will be used to fund the provided services, if any/applicable.

Use template in Attachment A to complete:

1. Detailed Budget for Year 1 and 2: Provide detailed line-item budget using the attached template for Year One (six months) January 1, 2025 – June 30, 2025, and Year Two July 1, 2025 – June 30, 2026. The budgets should include revenues, both cash and in-kind allocated to the proposed services outlined in this RFP. Indirect Cost rate shall not exceed 12% of operating budget, excluding subcontractor fee, pass-through fund, and capital expenditures.
2. Budget Narrative: In addition to the budget, proposer shall submit a budget narrative that describes and explains (justifies) all costs associated with the proposed services and allocation methodology.

Funds allocated under this RFP cannot be used to supplant other funds.

XI. Review Process

The proposals will be evaluated by a strengths and weakness evaluation committee comprised of subject matter experts. F5SMC intends to evaluate the proposals generally in accordance with the criteria itemized below.

A. Project Approach

- Demonstrates a clear understanding of the project and the tasks to be performed.
- Describes a clear approach for the project, and how all deliverables will be met.
- Efficient and effective, and there is a clear strategy for successful engagement with participants, and F5SMC and partners.
- Reasonableness of proposed staffing level and allocation plan.

B. Firm Qualifications

- Expertise of the firm and subconsultants in the fields necessary to complete the tasks.
- Quality of recently completed projects, including adherence to schedules, deadlines and budgets.
- Financial health of organization based on financial statements provided.

C. Team Qualifications

- Appropriately staffed project team
- Expertise of the lead project manager
- Expertise of assigned staff in the subject area and description of the tasks to be performed by each staff person
- Workload, staff availability and accessibility

D. Fee Proposal

- Overall cost for providing services
- Clarity on use of funds
- Extent to which fee proposed reflects work proposed

XII. F5SMC Request for Interview

F5SMC may require a respondent's representative to answer additional questions orally (e.g. during a conference call or an online meeting). Respondents will be notified via email if F5SMC if they are invited to interview. The date for interviews will be **November 14th and 15th**, for a length of up to one (1) hour. Questions may be related to, but not limited to, the following areas:

- **Experience:** Relevance of the team experience as demonstrated by types and complexity of previous work presented. Evidence of the expertise that the team brings to the project.
- **Approach to Implementation:** How the firm will receive funds, administer payments, insure accounts and funds, and ensure participant ease and satisfaction.
- **Breadth:** Degree to which the technical expertise is complete for the anticipated scope of work. Evidence that the team is structured for a comprehensive approach.

- Management: Evidence that previous work was well managed, within budget, and on-time. Documentation of relevant problems and how they were resolved.

XIII. Communications

A. As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the RFP with any officer, agent, or employee of the F5SMC, other than through Public Purchase, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures.

B. Proposers (including any agent, owner, employee, board members, or other such affiliates) shall not offer any gift, favor, or other personal benefit to any F5SMC officer or employee during the procurement process for this agreement, including during the solicitation period and contract negotiations.

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

XIV. Contract Award

A. Award Procedure

Contract negotiations are neither an offer nor guarantee that a contract will be executed. A contract award, if any is made, will be to the responsive, responsible proposer offering the overall best value to F5SMC 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 (see Attachment B: Contract Template), executed by the appropriate authority.

B. Notice of Intent to Award

If a decision is made to take steps to enter into an agreement with one or more proposers, the F5SMC will post a Notice of Intent to Award or otherwise notify proposers the remaining proposers of their non-selection. Notice may instead be provided by including approval of the agreement as an item on an agenda for a meeting of the First 5 San Mateo County Commission.

C. Commencement of Performance

After all parties have signed the agreement, F5SMC will notify the contractor and performance may proceed. Prior to execution of the agreement by F5SMC, no F5SMC employee may authorize work under the agreement. Any work performed prior to the full execution of the Agreement may not be compensated.

XV. Terms and Conditions for Receipt of Proposals

A. Errors, Omissions and Inquiries regarding the RFP

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

B. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the department setting forth with specific grounds for the objection.

C. Addenda

F5SMC may cancel, revise, or reissue this RFP, in whole or in part, for any reason. Revisions will be posted on <https://first5sanmateo.org/funding-opportunities/>. No other revision of this RFP is valid. Proposers shall be responsible for ensuring that their proposals reflects any and all Addenda issued by F5SMC prior to the proposal due date regardless of when a proposal is submitted. Therefore, F5SMC recommends that proposers consult <https://first5sanmateo.org/funding-opportunities/> frequently, including shortly before the proposal due date, to confirm that all Addenda have been downloaded.

D. Term of Proposal

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

E. Revision or Withdrawal of Proposal

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

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

F. Errors and Omissions in Proposal

F5SMC 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. F5SMC may waive minor irregularities, but such waiver will not modify any of the remaining RFP requirements.

G. No Commitment

Neither submission of a proposal nor F5SMC's receipt of proposal materials confers any right to the proposer nor any obligation on F5SMC. This RFP does not commit F5SMC to award a contract.

I. Financial Responsibility

F5SMC shall have no financial responsibility for any costs incurred by a firm in responding to this RFP or participating in any presentations or negotiations.

J. Estimated Quantity

If the RFP results in an indefinite quantity or a requirements agreement, the goods and services actually requested by F5SMC 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.

XVI. Public Record

A. General

1.1 All proposals, protests, and information submitted in response to this solicitation will become the property of F5SMC and will be considered public records. As such, they may be subject to public review.

1.2 Any contract arising from this RFP will be a public record.

1.3 F5SMC is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer.

1.4 Submission of any materials in response to this RFP constitutes:

- Consent to F5SMC's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
- Waiver of all claims against F5SMC and/or its officers, agents, or employees that F5SMC has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and
- Agreement to indemnify and hold harmless F5SMC for release of such information under the Public Records Act; and
- Acknowledgement that F5SMC will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

B. Reservations of Rights by F5SMC

The issuance of this RFP does not constitute an agreement by F5SMC that any contract will actually be entered into by F5SMC. F5SMC expressly reserves the right at any time to:

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

C. No Waiver

No waiver by F5SMC of any provision of this RFP shall be implied from any failure by F5SMC to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

D. Cooperative Agreement (Piggyback)

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

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

XVII. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within five (5) working days of F5SMC's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that F5SMC has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by F5SMC on or before the fifth working day following F5SMC's issuance of the notice of non-responsiveness. The notice of protest

must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for F5SMC to determine the validity of the protest.

B. Protest of Contract Award

Within five (5) working days of F5SMC's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that F5SMC has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by F5SMC on or before the fifth working day after F5SMC's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for F5SMC to determine the validity of the protest.

C. Delivery of Protests

Appeals shall be emailed to: Kitty Lopez, Executive Director, F5SMC at klopez@smcgov.org; and copied to Mai Le, Community Health Planner at mle@smcgov.org; and Myra Cruz, Operations Coordinator, at ecruz@smcgov.org. Use Subject: Baby Bonus RFP Protest.

Mailed or hand-delivered appeals will not be accepted.

D. Response to Protests

The Executive Director of F5SMC will respond in writing to the appeal within ten (10) calendar days of the receipt of the written appeal. F5SMC staff may establish a meeting with the Proposer in order to discuss the concerns. The decision of the Executive Director of F5SMC is final.

Attachments:

[Attachment A- Budget Request and Budget Narrative Form](#)

[Attachment B- Contract Agreement Template](#)

[Attachment C- Letter of Intent Form](#)