



REQUEST FOR PROPOSALS

Title: AI Plan Review

The County of San Mateo (County) is seeking proposals to develop an automated solution that can interpret building and site plans, check the plans for Zoning Regulation and Building Code compliance, and provide a recommendation for approval or denial of the submitted plans.

Solicitation Number	PLN23-0825
Number of contracts expected to be awarded	1
Estimated Value or Range per contract	No more than \$500,000
Funding Sources	<input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> County <input type="checkbox"/> Other
Expected Contract Duration	12-36 months
Options to Renew	1 option to extend for an additional 2 year
Proposal submission format	1 electronic copy, uploaded to PublicPurchase site
Authorized Contact Person	Ellie Dallman
Authorized Contact Person E-mail	edallman@smcgov.org
E-mail Address for Protests	edallman@smcgov.org
RFP Released	Friday, August 25, 2023
Pre-proposal meeting date and time	Thursday, August 31, 2023 at 1:00 PM PST.
Pre-proposal meeting location	Register in advance for this webinar: https://smcgov.zoom.us/webinar/register/WN_gKRk5KCCTp6vPi3xnNMQ4Q
Deadline for Questions, Comments and Exceptions	Thursday, September 7, 2023 at 1:00 PM PST
Proposal Due Date and Time	Friday, September 22, 2023 at 2:00 PM PST
Interviews	Week of October 9, 2023, if applicable
Submission to County Board for approval	December 2023
Anticipated Contract Award Date	December 2023
Attachments: Attachment A: Price Proposal Template- Required with RFP submissions Attachment B: Minimum Qualifications Checklist- Required with RFP submissions Attachment C: References Template- Required with RFP submissions Attachment D: Technology Security Assessment- Optional with RFP submissions Attachment E: County Standard Contract Template- Review	

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DEFINITIONS

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

Confidential Information: Information in any form that is not generally known and 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 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 or the 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 the County or any of its designees, including computers, software, databases, networks, and related electronic systems.

County: County of San Mateo

Deliverables: Goods or services required to be provided to 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 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 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 as the 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 the County to a vendor to provide goods or services, indicating types, quantities, prices and delivery criteria.

INSTRUCTIONS FOR PROPOSERS

PRE-SUBMITTAL ACTIVITIES

Registration

Organizations or individuals interested in responding to this solicitation must register online with the County at:

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

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

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.

Request for Substitution of Specified Equipment, Material, or Process

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.

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.

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.

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.

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.

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.

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.

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.

PROPOSAL CONTENT REQUIREMENTS

Proposal Format

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

Cover letter - no longer than one page, signed by an individual authorized to execute legal documents for the proposer, identifying the materials submitted.

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.

Table of Contents, listing all major topics and their respective page numbers.

Exceptions to the solicitation, or to the final revised solicitation, if any.

Technical Proposal

Supplementary Documents, as requested

Price Proposal

Technical Proposal Contents

Explain responses 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.

Addressing each requirement outlined in this solicitation in the order presented, describe how the requested goods and services will be provided.

If applicable or requested, include a project schedule with milestones, deliverables, dates, and a project management plan.

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

Explain how work, equipment, and knowledge will be transitioned to the County or a new vendor at the end of the contract period.

Supplementary Documents

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

Organizational Capacity and Experience, describing work of a similar nature undertaken for a similar entity.

Samples, drawings, illustrations, and related items.

Attachments, certifications, and forms executed as applicable, including the following:

Attachment A: Price Proposal Template- Required with RFP submissions.

Attachment B: Minimum Qualifications Checklist- Required with RFP submissions.

Attachment C: References Template- Required with RFP submissions.

Attachment D: Technology Security Assessment- Optional with RFP submissions.

Price Proposal

The price proposal shall be based on a phased process, under which the initial cost shall be limited to that required to demonstrate proof of concept to County staff, and subsequent costs of completing the project and maintaining its systems that will only be applicable if the County is satisfied with the proof of concept.

Place all cost and pricing data in a separate file clearly marked "PRICE PROPOSAL".

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.

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.

Include prices for the base period of service and if applicable, for each additional year including option years.

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.

PROPOSAL SUBMISSION

Submit proposals as directed below.

Electronic Submissions

Include the proposer's 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.

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.

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

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.

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 to comply with all requirements of this solicitation at the time of proposal solicitation 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.

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.

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.

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.

PROPOSER SELECTION

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

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.

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.

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.

By submitting a proposal, the proposer certifies that, to the best of its knowledge, the proposer maintains financial resources sufficient to satisfy the terms of the proposed project, if awarded.

CONTRACT AWARD

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.

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.

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.

PROTESTS

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

Protest Eligibility, Format, and Address

Protests or objections may be filed regarding the selection process and/or the defective content of the solicitation or any addenda.

In accordance with Sections B and C below, the County will only review protests submitted by an interested party, defined as an actual or prospective proposer to this solicitation whose direct economic interest could be affected by the County's conduct of the solicitation. Subcontractors do not qualify as interested parties.

Submit protests by e-mail to edallman@smcgov.org.

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 will be rejected by the County.

If relating to the defective content of the solicitation or to an addendum, file within five Business Days after the date the County releases the solicitation or addendum.

If relating to any notice of non-responsiveness or non-responsibility, file within five Business Days after the County issues such notice.

Protest Contents

The letter of protest must include all of the following elements:

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

The law, rule, regulation, ordinance, provision or policy upon which the protest is based, with an explanation of the violation.

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

Except for protests related to defective content filed by the relevant deadline, protests from parties who did not submit a proposal prior to the proposal due date and time will be rejected.

Reply to Protest

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

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.

PUBLIC RECORDS

General

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.

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

Submission of any materials in response to this RFP constitutes:

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

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

Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and

Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

Confidential Information

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.

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.

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.

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.

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.

QUALIFICATIONS, EXPERIENCE, AND EVALUATION CRITERIA

MINIMUM QUALIFICATIONS

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

1. Proposer's firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
2. Proposer's firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
3. Proposer's firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
4. Proposer's firm and/or any firm identified as Partners has never been assessed any penalties for non-compliance with state public contract laws and/or regulations, including public bidding requirements, within the past five (5) years.
5. Proposer shall have continuously been in the business providing design and implementation services for automation solutions for at least five (5) years, for government, and/or commercial institutions.
6. Proposer must be able to meet the following core requirements including design, planning, installation, and implementation as outlined in Section VI. Scope of Work and Special Provisions.
7. Confirmation that the proposer is registered and in good standing with sam.gov.

ORGANIZATIONAL CAPACITY AND EXPERIENCE

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

Organizational Capacity:

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.

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.

Experience

The number of years providing services similar to those contemplated.

The number of years providing services to government entities.

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.

EVALUATION CRITERIA

Proposals will be evaluated on the following criteria:

- A. Experience, Past Performance, and Qualification of Proposer
- B. Design and Architect Solution
- C. Project Implementation, Methodology, and Schedule
- D. Training, Documentation, and Ongoing Support

E. Price Proposal

Criteria A. Experience, Past Performance, and Qualification of Proposer

The Proposer’s experience and qualifications of firm will be evaluated according to the following criteria listed below.

Components
1. The proposer firm will be evaluated for its conceptual design, management capabilities, professional capacity, technical support, and continuous experience providing implementation services for automation solutions for government, public sector, and/or commercial institutions of similar size and complexity.
2. Past performance of proposer on similar implementations will be evaluated, including history of meeting contractual deadlines and objectives.
3. The proposer technical team will be evaluated based on the individual staff qualifications and experience with similar projects, preferably with government, and/or public sector institutions of similar size and complexity. Please identify key staff which will be working directly on this project and their experience.

Criteria B. Design and Architect Solution

The Proposer’s proposed technical solution will be evaluated according to the criteria below. The response must thoroughly address all System Components outlined in Sections 6.11 to 6.1.6 of **Section VI - Scope of Work and Special Provisions**.

Components
1. User Interface (<i>see SOW 6.1.1</i>)
2. Ability to Interpret Plans (<i>see SOW 6.1.2</i>)
3. Ability to Evaluate Plans (<i>see SOW 6.1.3</i>)
4. Recommend Approval or Denial (<i>see SOW 6.1.4</i>)
5. Provide Reasons for Recommendation of Approval or Denial (<i>see SOW 6.1.5</i>)
6. Integration with other systems (<i>see SOW 6.1.6</i>)

Criteria C. Project Implementation, Methodology, and Schedule

The Proposer’s work plan and project approach will be evaluated according to the following criteria listed below.

Components
1. Project implementation methodology and schedule will be evaluated for a clear understanding of all the required phases to cover the scope of the project and the subsequent ongoing maintenance of all the components.
2. The implementation process and timeline will be evaluated on how different types of decision criteria would be incorporated into the solution to evaluate plans against other regulations and/or ordinances.
3. Describe how and when the proof of concept will be established.

4. Proposer will submit a high-level project plan detailing major project milestones and deliverables and identify the necessary County staff-time/ resources necessary to meet project timelines.

Criteria D. Training, Documentation, and Ongoing Support

The Proposer’s approach to training, documentation and ongoing support will be evaluated according to the following criteria.

Components
1. Explain the transition and education of staff on the use of the solution, state the number of hours it takes for staff to be comfortable using the solution and discuss the ongoing training and assistance available.
2. The plan for system and training documentation will be evaluated on prioritization of clarity, thoroughness, and consistency.

Criteria E. Price Proposal

The Price Proposal evaluation will include the entire contract term, inclusive of any renewal option periods, in consideration of price realism and price reasonableness.

Component
1. The price realism review will consist of an assessment of whether a proposed price is realistic for the work to be performed and whether it is reflective of a clear understanding of the Scope of Work (see Section 6).

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 type="checkbox"/>	Professional Liability (Errors and Omissions)	\$1,000,000 - per occurrence.
<input checked="" 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.

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.

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.

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.

STANDARD TERMS AND CONDITIONS

Note to proposers: 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.

See Attachment E- County Standard Contract Template

SCOPE OF WORK AND SPECIAL PROVISIONS

SUMMARY

The Planning and Building Department of the County of San Mateo is seeking an automated solution that can interpret building and site plans, check the plans for Zoning Regulation and Building Code compliance, and provide a recommendation for approval or denial of the submitted plans.

Responses to this RFP should address how the solution will be developed, and the features that will be components of the solution, including:

System Components:

1. User Interface (UI)

Identify how the user interface will allow for the following:

a) Clear Presentation of AI Recommendations:

- The system should display AI-generated recommendations in a clear and organized manner.
- Each AI recommendation should be accompanied by detailed explanations and justifications, enhancing users' understanding of the AI's decision-making process.

b) Comparative Analysis:

- The system should allow users to evaluate the correspondence between AI-generated recommendations and relevant sections of Zoning Regulations and Building Code through a side-by-side comparison and assessment functionality.
- Users should have the ability to capture and export comparisons, allowing them to effectively incorporate these into a comment sheet intended to provide feedback to an applicant.

c) User-Friendly Navigation:

- The interface should feature intuitive navigation menus and controls.
- Users should be able to switch between different views that allow for multiple interaction types and user roles, such as views that combine AI-generated suggestions, plans, and building code references.

d) High and Low-level Reporting

- The UI should be designed to provide users with real-time reporting capabilities, offering clear and up-to-date information regarding the status of ongoing reviews.
- The UI should contain a summary view of all AI-generated review data, including the rate of approval/denial, % of validated AI recommendations, and other key information for evaluating system accuracy.

2. Ability to Interpret Plans

Describe how the solution will differentiate between various plan types and interpret them, while also addressing any potential limitations. This pertains to the following:

a) Plan Format Compatibility:

- The system should support the interpretation of both vector-based and raster-based plan images.
- The solution should be equipped to process and analyze various plan formats without loss of accuracy.

- The system should be able to handle a diverse, and wide range of architectural and engineering plan types, interpreting different symbols, patterns, and conventions associated with each plan category.

b) Scale and Measurement Interpretation:

- The system should be able to interpret the scale of a drawing and provide accurate distance, area, angle, and other relevant dimensional measurement within the plan.
- The system should be able to accurately quantify and make numerical comparisons between plan elements.

c) Validation Mechanisms:

- The solution should provide validation techniques to verify the correctness of AI-generated measurements and interpretations.
- If discrepancies are detected, the system should prompt users for further validation or correction.

3. Ability to Evaluate Plans

Describe the process that the solution will use to evaluate plans against Zoning Regulations and Building Code requirements. This pertains to the following:

a) Data Extraction and Evaluation:

- The system should be able to extract relevant plan data, including dimensions, materials, building features, and design elements, from submitted plans.
- The solution should interpret Zoning Regulations and Building Code requirements and evaluate relevant plan data for compliance.

4. Recommend Approval or Denial with Justifications

Describe the process that the solution will use to make a recommendation for approving or denying plans (approval/denial). This relates to the following:

a) Approval or Denial Recommendation:

- Based on plan evaluation, the system should generate a clear recommendation for plan approval or denial.

b) Denial Explanation and Changes Required:

- In the case of a denial recommendation, the system should provide a comprehensive justification that cites corresponding Zoning Regulations and/or Building Code in reference to sections of the plan set that are noncompliant.
- The solution should outline specific changes required to address identified areas of noncompliance and achieve compliance.

c) Override and Manual Intervention:

- The system should enable users to manually override AI recommendations when necessary.
- Users should have the authority to make final decisions based on their expertise and judgment.

d) Feedback Loop:

- The system should include a mechanism for users to provide feedback on the accuracy of AI-generated recommendations.

5. Integration with other systems

Outline how the solution will integrate with the existing systems utilized within the permitting process. Please include how the solution will remain compatible with all existing integrated systems as they receive system updates. Also outline the process for any future system integrations. Here are a few of the systems currently employed by the department and their relevance to the plan review process:

a) Accela (a permitting and land management platform):

- Accela is a cloud hosted system used to receive plans and to post plan review results through the Accela Citizen Access portal (ACA).
- Accela is maintained and updated regularly by Accela directly.
- Accela acts as the document storage for plans that are uploaded as part of a permit application.
- The results of a review are stored in the Accela workflow.

b) Bluebeam Integration (digital plan review software):

- Currently reviews are done in a Bluebeam Studio Session, a cloud hosted PDF-based markup and collaboration platform.
- Currently our Bluebeam solution consists of a desktop client and a cloud hosted studio session. We anticipate Bluebeam moving towards a completely cloud hosted subscription model in the future (no more desktop application).
- Commenting and stamping are completed in Bluebeam. Reviewers note areas of noncompliance directly onto plans. The comments are compiled into a Consolidated Review Comment Sheet (markup summary) and uploaded to Accela for the applicant to access through ACA.

c) ESRI ArcGIS (GIS software):

- Zoning and other land use information about each parcel is loaded into Accela via ArcGIS REST service endpoints.

User Components:

6. Implementation

Discuss the implementation process and timeline for incorporating different types of decision criteria to evaluate plans against the Zoning Regulations and Building Code. Describe how and when the proof of concept will be established.

7. Training, Documentation, and Ongoing Support

Explain how staff will be trained to use the solution. The discussion should pertain to the following:

a) Staff Transition and Education:

- The solution should provide a structured training program for staff to transition to and effectively use the AI-driven plan evaluation solution.
- Training should cover initiation of evaluations, interpretation of results, recommendation understanding, and collaboration features.
- The training should enable staff to confidently utilize the solution for their specific roles.
- The training program should be designed to ensure staff become comfortable with the solution within a reasonable timeframe. State the number of hours it takes for staff to be comfortable using the solution.

b) Ongoing Training and Support:

- The solution should offer ongoing training sessions to accommodate staff changes, new hires, and evolving functionalities.

- These training sessions should provide refresher courses, advanced features exploration, and best practices for optimizing solution usage.
- c) Comprehensive System Documentation:**
- The solution should provide comprehensive system documentation accessible both online and offline.
 - Documentation should encompass user guides, FAQs, and technical manuals to cater to different user needs and preferences.
 - Training materials should offer step-by-step instructions for various tasks, ensuring users can effectively navigate the solution.
 - Materials should cover basic and advanced features, addressing a range of user proficiency levels.
- d) Consistent and Accessible Documentation:**
- System documentation should be consistent across all available formats (online and offline).
 - Documentation should be easily searchable and accessible to support users in finding relevant information quickly.
- e) User-Focused Support:**
- Ongoing support channels for the length of the contract should be provided, including email, chat, and phone support, to address user inquiries and challenges.
 - Support response times should adhere to predefined service level agreements to ensure timely issue resolution.
- f) Feedback Incorporation:**
- User feedback and suggestions received through training and support channels should be analyzed and considered for continuous improvement of training materials and system documentation.

Proposals must be fully responsive to the documentation, descriptions, and specifications contained in this RFP.

FINGERPRINTING AND BACKGROUND CHECKS

In some instances, fingerprinting and/or background checks may be required if the proposed contract requires access to certain sensitive groups or proprietary materials. Fingerprinting and background checks are administered at the discretion of the County based on project and/or contract requirements.