

COUNTY OF SAN BENITO

Department Name: County Clerk-Recorder - Elections

Project ID: TBD



Request For Proposal

Project Title: Electronic Poll Book Solution & Support Services

Project Release Date: Friday, June 19, 2026

Question & Answer Submission Date: Friday, June 26, 2026

Question & Answer Submission Time: 5:00 pm

SUBMIT ELECTRONIC RESPONSE BY:

Proposal Submission Date: Friday, July 10, 2026

Proposal Submission Time: 5:00 pm

via OpenGov portal at <https://procurement.opengov.com/portal/cosb>

1. Title Page

COUNTY OF SAN BENITO

County Clerk-Recorder - Elections

TBD

Electronic Poll Book Solution & Support Services



REQUEST FOR PROPOSALS

SUBMIT ELECTRONIC RESPONSE BY:

Friday, July 10, 2026 at 5:00 pm

via OpenGov portal at
<https://procurement.opengov.com/portal/cosb>

Release Date: Friday, June 19, 2026

Request for Clarification/Question Deadline: Friday, June 26, 2026, 5:00 pm

Due Date: Friday, July 10, 2026, 5:00 pm

2. INTRODUCTION

2.1. Summary

1. PURPOSE AND OBJECTIVES

San Benito County is seeking competitive proposals from qualified vendors to provide a comprehensive, fully functional Electronic Poll Book software solution. The successful vendor must deliver a system equal or superior to the County's baseline functionality, guaranteeing full operational capabilities, training, and deployment in time for the November 2026 General Election.

Per California government rules, this competitive solicitation is being issued to establish a new contract. In the interest of fiscal responsibility and maximizing existing taxpayer-funded assets, the County is evaluating both software-only solutions capable of utilizing the County's currently owned hardware infrastructure (22 Apple iPad 10th Generation kits) and alternative turnkey hardware/software solutions. All proposals will be uniformly evaluated based on the 3-Year Total Cost of Ownership (TCO).

2.2. Timeline

Release Date	June 19, 2026
Deadline for Questions, Comments and Contract Exceptions	June 26, 2026, 5:00pm
Proposal Due Date and Time	July 10, 2026, 5:00pm Electronic Submittal Location: https://procurement.opengov.com/portal/cosb

3. Scope of Work

3. SCOPE OF WORK & TECHNICAL REQUIREMENTS

3.1 State Certification (Mandatory Pass/Fail Criterion)

The proposed electronic poll book solution (including software and any proposed alternative hardware) must be fully certified by the California Secretary of State at the time of proposal submission. Proposers must attach official state certification documentation to their proposal.

3.2 Current County Inventory & Infrastructure Baseline

The County currently maintains a physical hardware fleet purchased under a prior deployment. The County's existing baseline inventory consists of:

- **Tablets:** Twenty-two (22) Apple iPads, 10th Generation (10.9" screen, 64 GB storage) with standard charging blocks and 3' USB-C cables.
- **Peripherals:** Apple Certified 6' USB-C cables and wireless thermal receipt printers (Epson TM-m30II).

3.3 Dual-Track Hardware Compatibility

To ensure fair competition, proposers may submit under either Track 1 or Track 2.

Track 1: Software-Only Deployment

- The proposed electronic poll book software must install, securely lock down, and operate natively on the County's existing fleet of 22 iPad 10th Gen tablets.
- **Peripheral Drivers & Compatibility Certification:** Proposers under Track 1 must explicitly confirm and certify within their technical submission that their certified software has native, production-ready compatibility with the Epson TM-m30II printer model via iOS without requiring additional custom software or driver development by the County.
- **Device Decommissioning & MDM Handover:** Upon contract award, if a new vendor is selected under Track 1, the incumbent vendor (Tenex) will perform the final system data wipe and de-enroll the 22 iPads from their enterprise environment to return the devices to a clean factory status. The newly selected vendor shall then be solely responsible for enrolling the wiped devices into their own secure Mobile Device Management (MDM) environment, pushing out their certified software, and establishing all necessary endpoint security profiles required for the November 2026 election.

Track 2: Turnkey Hardware & Software Deployment

- Proposers whose software cannot operate on the County's existing iOS/iPad 10th Gen infrastructure must provide an "or equal" turnkey solution.
- This turnkey solution must include all necessary tablets (Android, Windows, or alternative iOS), mounting stands, thermal printers, and transit cases to support a 22-tablet deployment footprint.
- If submitting under Track 2, all hardware procurement, leasing, configuration,

implementation, and shipping costs must be completely absorbed by the vendor and explicitly itemized in the Cost Proposal. Track 2 vendors must supply their own self-contained universal or proprietary mounting stands and transit cases.

3.4 Functional Capabilities

The solution must offer features equal or superior to the current baseline:

- **Voter Processing:** Real-time lookup, verification of voter eligibility, and electronic signature capture.
- **Data Integrity:** Capability to maintain, update, and securely host voter lists, casting statuses, and election reporting.
- **Hosting & Security:** High-availability cloud hosting (e.g., AWS or equivalent industry standard) utilizing multi-tenant or dedicated secure environments compliant with California security guidelines.

4. TIMELINE & IMPLEMENTATION DELIVERABLES

- **Go-Live Deadline:** Fully functional deployment, staff training, and acceptance testing must be completed by **September 18, 2026**, ahead of the November 2026 Election.
- **Training Allocation:** Proposal must include a minimum baseline of twenty (20) hours of remote or hands-on administrative and technical training for County election staff.
- **Project Schedule:** Proposers must submit a detailed project timeline from contract execution to Election Day.

5. SUPPORT, SLA, & WARRANTY REQUIREMENTS

5.1 Warranty Period

The vendor must provide a minimum twelve (12) month Warranty Period following final County written acceptance. During this period, the vendor will correct any material software deficiencies or bugs at no additional cost to the County.

5.2 Error Correction & "Prime Time" SLA

- **Updates:** Standard system and security updates must be delivered automatically at no additional charge for the duration of the contract.
- **Loading Time:** Data must be uploaded and complete by 29 days before Election Day.
- **Prime Time Hours Support:** The County requires a heightened Service Level Agreement (SLA) during critical election cycles. "Prime Time Hours" are defined as: the 30 days prior to Election Day, Election Day itself, and 21 days post-Election Day.
- **Major Downtime Mitigation:** Proposers must outline immediate, high-priority mitigation strategies for "Major Downtime," defined as any problem that significantly interferes with voter check-in reliability at the polls.

6. COST PROPOSAL FORMAT

Proposers must complete the fee structures below corresponding to their deployment track. The

County will evaluate the financial impact of each proposal based on the 3-Year Total Cost of Ownership (TCO) required to achieve a fully functional deployment.

Note: All invoicing must occur annually at the beginning of each contract year, and the vendor is responsible for all expenses unless approved in advance by the County.

Table 6.1: Track 1 – Software-Only Cost Structure (Utilizing Existing Hardware)

For vendors utilizing the County's current 22 iPads and peripherals.

Fee Description	Year 1 Cost	Year 2 Cost	Year 3 Cost	3-Year Total
Annual Software Licensing (22 Units)	\$	\$	\$	\$
SaaS Cloud Hosting & Security (e.g., AWS)	\$	\$	\$	\$
Implementation, MDM Configuration, & Training	\$	\$	\$	\$
Annual Technical Support & Election SLA	\$	\$	\$	\$
TRACK 1 TOTAL EVALUATION COST	\$	\$	\$	\$

Table 6.2: Track 2 – Turnkey Solution Cost Structure (Vendor-Provided Hardware)

For vendors requiring the replacement of County tablets and peripherals.

Fee Description	Year 1 Cost	Year 2 Cost	Year 3 Cost	3-Year Total
Annual Software Licensing & SaaS Hosting	\$	\$	\$	\$
Hardware Purchase/Lease (22 Tablets & Mounts)	\$	\$	\$	\$

Peripheral Equipment (Printers, Cases, Cords)	\$	\$	\$	\$
Hardware Deployment, Config, & Training	\$	\$	\$	\$
Annual Technical Support & Election SLA	\$	\$	\$	\$
TRACK 2 TOTAL\$ EVALUATION COST	\$	\$	\$	\$

7. PROPOSAL SUBMISSION & EVALUATION CRITERIA

7.1 Submission Requirements

All submitting vendors must provide:

- Proof of current California Secretary of State Certification.
- Technical Specification Sheets demonstrating software compatibility with Apple iOS architectures (specifically 10th Generation iPads) and wireless printing peripherals.
- **References:** At least three (3) references from California counties currently utilizing the proposed software for live elections, preferably demonstrating successful data integration with a DFM Associates Election Management System (EMS).
- Detailed data security protocols concerning voter data encryption, both in transit and at rest.

7.2 Evaluation Methodology

The County will evaluate all conforming proposals using a Best Value methodology based on technical capability, experience, and the 3-Year Total Cost of Ownership.

8. ADMINISTRATIVE & LEGAL DISCLOSURES (COUNTY PROTECTIONS)

8.1 Fiscal Non-Appropriation Clause

The County's obligation for payment under any contract resulting from this RFP beyond the current fiscal year is contingent upon the availability and appropriation of County funds. In the event that the San Benito County Board of Supervisors fails to appropriate necessary funds for subsequent fiscal periods, the County shall have the right to terminate the contract at the end of the then-current funded fiscal period without penalty, liability, or further recourse.

8.2 County Rights Reserved

The County reserves the right, at its sole discretion, to:

- Cancel this RFP in whole or in part, or reject any or all proposals received in response to this solicitation.
- Waive minor irregularities or informalities in any proposal that do not affect the fairness of the competitive procurement process.
- Disqualify any proposer who fails to certify peripheral device driver compatibility as required in Section 3.3.
- Assume no financial liability for any costs incurred by proposers in the preparation, submission, or presentation of proposals.

4. Electronic Proposal

4.1. Business Name*

Please enter the name of your business, and DBA (if applicable)

*Response required

4.2. Federal Tax ID Number *

Enter your Federal Tax ID Number

*Response required

4.3. Review of Contract*

Review of Contract

I have reviewed the County of San Benito's Standard Contract and any Special Terms provided. If I check "Yes" below, I have accepted the contract's standard terms and conditions (to the extent currently drafted) without qualifications.

If I check "No", it means I have suggestions or changes to the proposed contract.

[Note: Scope of Work and Budget Detail and Payment Provisions for the contract, will be finalized during the contract negotiation process.]

☐ Yes

☐ No

*Response required

When equals "No"

4.3.1. Suggested changes to contract *

You have indicated that you have suggested changes to the draft contract. If so, those qualifications must be identified and listed along with suggested modifications to the contract and uploaded here.

*Response required

4.4. Non-Collusion Declaration (Required for all RFP's)*

Non-Collusion Declaration Pursuant to Public Contract Code Sec. 7106

The undersigned declares: I am the authorized representative of the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited, colluded, conspired, connived or agreed with, any other proposer to put in a false or sham proposal, or or refrain

from submitting a proposal. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the submittal of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, or any other party or entity to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ Please confirm

*Response required

4.5. Disclosure of Criminal and Civil Proceedings**

Describe all ongoing and past civil and criminal proceedings within the last 10 years. Indicate the status of current proceeding and the outcome of closed or completed actions. Also, describe, if any, how the outcome of actions impacted company business operations.

Note: if no civil and criminal proceedings within the last 10 years, please indicate that there are none.

*Response required

4.6. Drug-Free Workplace Certification**

The contractor or grant recipient named on this proposal hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - A. The dangers of drug abuse in the workplace
 - B. The person's or organization's policy of maintaining a drug-free workplace
 - C. Any available counseling, rehabilitation and employee assistance programs
 - D. Penalties that may be imposed upon employees for drug abuse violations
3. Provide, as required by Government Code Section 8355(c), that every employee who works on

the proposed contract or grant:

- A. Will receive a copy of the company's drug-free policy statement
- B. Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant

CERTIFICATION

I, the official submitting this proposal, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this Certification, executed on the date of proposal submittal and in the County below, is made under penalty of perjury under the laws of the State of California.

☐ Please confirm

*Response required

☐ Please confirm

*Response required

4.7. San Benito County Reservations**

County of San Benito Hereby Reserves the Following Rights:

The County of San Benito reserves the right to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of the County, and not necessarily to the lowest Contractor. The intended award of Contract shall be made to the highest rated Proposer based on the evaluation criteria stated within the RFP.

Right of Rejection

The County reserves the right to reject any and all proposals, or to cancel this RFP in part or in its entirety.

The County reserves the right to waive any variances in proposals provided such action is in the best interest of the County.

The County reserves the right to amend this RFP at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion.

Any proposal received which does not meet the stated prerequisites of this RFP may be considered to be non-responsive, and may be rejected. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements as stated within the RFP.

The County reserves the right to cancel any award and re-solicit proposals for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.

The County reserves the right to cancel any award and re-solicit in the event services cannot commence with ten (10) days after the specified date for start of work, or in compliance with the start date as set forth in the contract as agreed on between the parties.

The County reserves the right to reject any and all proposals considered not to be in the best

interest of the County.

The County reserves the right to waive any and all minor irregularities in proposals.

The County reserves the right to reduce or increase any specification, in whole or in part due to changes in budget allocations.

I declare under penalty of perjury under the laws of the State of California that I have read the above reservations as stated by the County of San Benito.

☐ Please confirm

*Response required

4.8. Debarment Certification**

By submitting a bid/offer/proposal/quote to the County of San Benito, under penalty of perjury, I, the Proposer, hereby certify that the Prospective Contractor and/or its officers, directors, and employees:

- A. Are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program
- B. Have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and
- C. Are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in contractor being excluded from participation in federally funded programs.

This representation shall be an ongoing representation during the term of any contract awarded to the Prospective Contractor. If awarded a contract, Prospective Contractor hereby commits to immediately notify the County of any change in the status of the representations set forth in this Form.

Prospective Contractor authorizes the County to independently verify its suspension and debarment status.

Prospective Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution or administrative sanctions.

I certify that I am authorized by the company named above to respond to this request.

☐ Please confirm

*Response required

4.9. Certification of Compliance**

The proposer does hereby make certification and assurance of the Proposer's compliance with:

The laws of the County of San Benito:

<https://codelibrary.amlegal.com/codes/sanbenitocounty/latest/overview>

Title VI of the federal Civil Rights Act of 1964:

<https://www.justice.gov/crt/fcs/TitleVI-Overview>

Title IX of the federal Education Amendments Act of 1972:

<https://www.justice.gov/crt/title-ix-education-amendments-1972>

The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government:

<https://www.justice.gov/jmd/hr-order-doj12001-part-4-equal-employment-opportunity>

The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government:

<https://www.ada.gov/pubs/adastatute08.htm>

All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America,

The condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,

The condition that no amount shall be paid directly or indirectly to an employee or official of the County of San Benito as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

Further, by signing below, I certify under penalty of perjury that the information provided in the submitted proposal is true and correct to the best of my knowledge. I will update the above information as needed. I further, if selected, this company will conform to all Federal, State, and local laws covering the work provided. I understand the submission of this application does not guarantee use as a vendor/contractor for the County. I understand the County reservation of rights in the RFP.

☐ Please confirm

*Response required

5. Evaluation Phase

[5. Planned Evaluation Criteria](#)

5.1. Phase 1 of Evaluation Process

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	General Qualifications and Experience Qualifications and Experience Weight: 30% Considerations: Proposer background and reputation, qualifications of the project team, experience with similar services and entities.	N/A	N/A
2.	Technical Review Technical Review Weight: 35% Considerations: Statement of understanding of the County's needs, work plan, scheduling, technical specifications and functionality, quality control, training, adequacy of support staff and subcontractors, risk management, and value-added aspects.	N/A	N/A
3.	Cost Cost evaluation, 35%	N/A	N/A

5.2. Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Evaluators Each evaluator will independently rate the RFP, and their scores will be combined to determine the overall assessment and identify the winning proposal.	N/A	N/A

6. Instructions to Proposers / Terms and Conditions

6. Submission Requirements, Evaluation, Negotiations, Acceptance Scope of Work

1. Submission Deadline

Proposals must be electronically received by 5:00 pm via the OpenGov system. The main page for the County is located at: <https://procurement.opengov.com/portal/cosb>.

Allow sufficient time for the upload to complete by the due date and time. Partial uploads will automatically terminate, and proposals will be rejected. The OpenGov system submission time will be the official submission time. 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 OpenGov system.

NOTE: The County does not maintain the OpenGov system and is not liable for site failures or technical problems. To resolve technical issues, contact OpenGov Technical Support by using the real-time chat located in the lower right hand corner of the screen, or via email at procurement-support@opengov.com

2. Pre-submission Registration

Organizations or individuals interested in responding to this solicitation must register online with the County of San Benito at: <https://procurement.opengov.com/portal/cosb>

3. Electronic Submissions

It is recommended to include the proposer's name and the RFP title and number in each file name. Documents should be created in the following format:

- Text should be Times New Roman (12-point minimum font size)
- Pages should have margins of at least one inch on all sides (excluding headers and footers)
- If the proposal is lengthy, a Table of Contents should be included.
- PDF format is preferred.

4. Errors in Proposals

The County will not be liable for any errors in this RFP or in submitted proposals. Proposals may be rejected as unresponsive if they are late, incomplete, 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.

5. Evaluation of Proposals

Evaluation Committee: A committee or individual staff person(s) ("Reviewer(s)") may evaluate all proposals. Reviewer(s) will score and recommend proposals in accordance with the evaluation criteria set forth herein. Evaluation of the proposals shall be within the sole judgment and discretion of Reviewer(s).

At the County's discretion, the top-rated firms scoring highest on the first round of evaluations will be invited for an interview and further rated. The County reserves the right to determine the number of proposers to be interviewed. The same evaluation criteria used for the proposal evaluation process may be used to rate the firms during the interviews, or Reviewers(s) may develop additional questions. At the end of the interview process, Reviewer(s) will re-rank the firms to determine the best evaluated firm. The project manager and any key team members should attend the interview. The determination as to the need for interviews, the location, order and schedule of the interviews is at the sole discretion of the County. The evaluation interview panel may include representatives from the County, and potentially from other agencies, but the specific composition of the panel will not be revealed prior to the interviews. The proposer must bear all costs incurred to attend.

The County will select the proposal that presents the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the proposer with the lowest price proposal if doing so would not be in the overall best interest of the County. The County reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints and to award to a single or multiple proposers.

The evaluation criteria and their respective weights are set forth in the "Evaluation Phase" of this RFP.

6. Negotiations and Notice of Intent to Award, Acceptance Period

After the evaluation of proposals and final consideration of all pertinent information available, the County may reject all proposals. If a decision is made to take steps to enter into an agreement with one or more proposers, the County will post a Notice of Intent to Award or otherwise notify proposers the remaining proposers of their non-selection. If a Notice of Intent to Award is issued, the notice shall not create rights, interests, or claims of entitlement for the highest-rated Proposer and all proposals may still be rejected.

The highest-rated Proposer should be prepared to enter into a Contract with the County which shall be substantially the same as the Standard Contract included as an attachment to this RFP (except as to the scope of work and compensation). Please ensure that your firm has completed legal review of these contract terms. The County will consider Contract Exceptions Requests but reserves the right to reject requested modifications to its standard terms. The Contract provided with this RFP is to be considered a sample and the County reserves the right to add terms and conditions, deemed to be in the best interest of the County based on the selected proposal, during final contract negotiations.

If a Proposer fails to sign and return the Contract drawn pursuant to this RFP and final Contract negotiations within 14 days of its delivery to the Proposer, the County may cancel the award and award the Contract to the next highest rated Proposer.

7. Communications

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 the OpenGov portal, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures. Proposers (including any agent, owner, employee, board members, or other such affiliates) shall not offer any gift, favor, or other personal benefit to any County officer or employee during the procurement process for this agreement, including during the solicitation period and contract negotiations. Violation(s) of the foregoing prohibitions may result in a proposer being found non-responsible and barred from participating in this or future procurements.

8. 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 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 template, executed by the appropriate authority.

9. Commencement of Performance

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

10. Errors, Omissions and Inquiries Regarding the RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to notify the department, in the

OpenGov portal, 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, if determined necessary by County, may be made by addenda as provided below. Inquiries regarding the RFP should be lodged in OpenGov portal.

11. 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 less than five business days prior to the deadline for receipt of proposals, provide written notice to the department, via the OpenGov portal, setting forth specific grounds for the objection.

12. Addenda

The County may cancel, revise, or reissue this RFP, in whole or in part, for any reason. Revisions will be posted as Addenda on the OpenGov portal. No other revision of this RFP is valid. Proposers shall be responsible for ensuring that their proposals reflect any and all Addenda issued by the County prior to the proposal due date regardless of when a proposal is submitted. Therefore, the County recommends that proposers consult the OpenGov portal frequently, including shortly before the proposal due date, to confirm that all Addenda have been downloaded.

13. Term of Proposal

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

14. Revision or Withdrawal of Proposal

A proposer may revise or withdraw 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. 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.

15. 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.

16. Financial Responsibility

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

17. Estimated Quantity

If the RFP 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.

18. Public Record

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 (except if submitted as confidential information below) 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; (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.

19. Confidential Information

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 (or other confidential information) 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. Proposers shall **NOT** submit confidential material through the regular proposal submittal, but shall submit any such confidential documents through a separate upload. (Ask through the question portal for a confidential upload option if one is not already contained in the RFP.

20. Reservations of Rights by the County

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

- a. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- b. Reject any or all proposals;
- c. Reissue an RFP;
- d. 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;
- e. Procure any materials, equipment or services specified in this RFP by any other means;
- f. Determine that no project will be pursued;
- g. Award responses received on the basis of individual items, or groups of items, or on the entire list of items;
- h. Accept the response that is in the best interest of the County. The Purchasing Agent's decision shall be final.

21. No Waiver

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

22. Proposer Responsibility

You are expected to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site, or document will not relieve you from any obligation regarding this RFP. By submitting a response, you are presumed to concur with all terms, conditions and specifications of this RFP unless you have specifically, by section number, raised objection.

23. Preferences for San Benito County Products and California-made materials

In purchases by the County of San Benito for goods, there is a 3% local preference, up to the amount of \$500,000. Pursuant to Sections 4330-4333 of the Government Code, the County, in awarding the purchase, must prefer supplies partially manufactured, grown or processed in California, price, fitness and quality being equal. In order to receive preference, responses must clearly specify the item(s) for which preference is claimed and the preference applicable.

24. Taxes (as applicable)

Include any sales, use, or federal excise taxes in your response as separate line item(s). If your company is outside California and collects sales tax, please state the amount as a separate item if the County is to remit the tax. Exemption certificates will be furnished when federal excise tax is exempted.

25. Brand Names (as applicable)

Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items must state the brand and number, or level of quality. The determination of the Purchasing Agent, or designee, as to what items are equal shall be final and conclusive. When brand, number, or level of quality is not stated by proposer, the offer will be considered exactly as specified.

26. Samples (as applicable)

Samples of articles, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

27. Public Agency Participation

It is intended that any other public agency including, but not limited to, those identified in the solicitation (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in California shall have the option to participate in any award made as a result of this solicitation, unless Proposal or contract indicates that no "piggybacking" is allowed. 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. The County of San Benito shall incur no financial responsibility in connection with orders issued or delivered by another public agency. Each public agency using this contract shall accept sole and full responsibility for placing of orders and making payments to the contractor. In addition to the above, the contractor shall provide the same level of indemnification and insurance protection to each of the participating agencies ordering products and/or services under any award made as a result of this solicitation. 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, unless Contractor notifies County of their non-agreement to this provision in its response.

28. Late Payments:

Should the county be late in making payments against invoices submitted correctly and timely, any interest levied by the vendor for payments shall be limited by the Section 926.10 of the California Government Code.

29. Protests

Any actual Proposer who wishes to protest the Notice of Intent to Award a Contract may submit a protest. All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the County received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered.

Protests must be delivered to: County of San Benito, Clerk of the Board, 481 Fourth Street, Hollister, CA 95023.

The protest must be submitted in writing to the address within **five (5) calendar days after the date of the Notice of Intent to Award the Contract.** All letters of protest shall clearly state each and every one of the grounds asserted for the protest. The protest should also state the law, rule, regulation, or policy upon which the protest is based. Pursuant to the County's purchasing policy, the protest shall include, at minimum: (a) the date and action taken resulting in a protest, and (b) identify the material issue, including a detailed explanation of the basis for the protest, and the remedy sought. Specification related protests must be fully supported by technical data test results, or other pertinent information, that the substitute offered is equal to or better than the specification requirement.

The Purchasing Agent, or designee, will issue a written decision within 15 working days following an informal meeting which will be held to attempt to seek informal resolution and/or clarify the issues. In the event the informal resolution procedure is unsuccessful, the protesting party may request an appeal hearing before the Board of Supervisors by filing a written request with the Clerk of the Board no later than five (5) working days after notification of the Purchasing Agent's decision.

30. Questions

If you have further questions regarding the RFP, please submit them through the OpenGov portal.