

REQUEST FOR QUALIFICATIONS # SJC131417
MARKETING AND COMMUNICATIONS SUPPORT FOR
NORMAN Y. MINETA SAN JOSE INTERNATIONAL AIRPORT



Selection Process Timeline:

RFQ release date:	Monday, May 19, 2014
Deadline for questions and objections:	Friday, May 30, 2014 5:00 p.m. PST
RFQ Addendum/Final Answers posted:	Friday, June 13, 2014
Proposal Due Date and Time:	Friday, June 27, 2014 5:00 p.m. PST

Contact:	Toni Hatfield 408-392-3618 thatfield@sjc.org
Physical address:	Mineta San Jose International Airport 1701 Airport Blvd, Suite B-1130 San Jose, CA 95110-1206

1 INTRODUCTION

The City of San Jose (City) is seeking Statements of Qualifications (Proposals) from firms to provide a broad range of marketing and communications services and support for the Norman Y. Mineta San José International Airport's (Airport or SJC) air service development, passenger and concession marketing, internal and external communications, community and business outreach, special events, partner collaborations, and revenue-generating programs.

2 BACKGROUND

SJC is Silicon Valley's airport, located in San José, California, the nation's tenth largest city and the third largest city in California behind Los Angeles and San Diego. The Airport is a self-supporting enterprise owned and operated by the City of San José, with a total operating budget of \$70 million (FY 2013-2014). No local tax revenue or City general funds are used for either the operations or development of the Airport.

The Airport served 8.8 million domestic and international passengers in 2013 and was recently recognized as the second fastest medium hub in the U.S. It is currently served by 11 commercial airlines with an average of 130 commercial daily departures to 29 destinations. International service includes Tokyo and destinations in Mexico.

2.1 PASSENGER GROWTH

Passenger activity has been increasing steadily, with 14 consecutive months of month-over-month increases. SJC introduced two new airlines, All Nippon Airlines and Virgin America, in 2013, and passenger activity grew 5.9% for the year. January and February of 2014 saw increases of 9.1% each month despite being traditionally slow travel months.

Despite strong market demand from Silicon Valley businesses, travelers, and communities for more SJC service, the choices available for both domestic and international destinations and schedules are limited. The recently modernized Airport provides excellent services and benefits for both airlines and passengers, but the City must add more carriers and more flights in order to continue to increase passengers and revenue and keep its cost per enplaned passenger competitive with other airports in the region.

The City is actively seeking additional air service at the Airport in terms of frequencies, destinations, and carriers to provide the level of service to meet the travel needs of Silicon Valley, as well as to generate Airport revenues to support long-term operations and capital investment. As part of this effort, the City is working with Silicon Valley business, travel, and community leadership and organizations to engage their active support to encourage airlines to increase air service at SJC.

SJC offers a strong incentive program (<http://www.flysanjose.com/fl/business.php?page=outreach/incentive&subtitle=Business+Air+Service+Development+Air+Service+Incentive>) for new and existing carriers who introduce new service to eligible destinations. The Airport also works with the airline to develop collaborative marketing campaigns to promote new service and develop a customer base to support the flight. The extent of this effort depends on the nature of the route, the interest from the airline and the availability of Airport resources.

2.2 EXPANDED INTERNATIONAL SERVICE FACILITIES

The International Arrivals facility currently has two gates. The City is in the process of remodeling Gates 17 and 18 so they can be utilized as swing gates to accommodate either domestic or international flights. New holdroom space is being created to provide an enhanced seating area for passengers utilizing those gates.

The Club @ SJC opened in January 2013 with a 7,000 square foot facility on the upper level of the International Arrivals building. Operated by Airport Lounge Development, the Club serves multiple airlines and is available to all passengers purchasing a \$35 day pass. Designed and built by the Airport, the Club offers a variety of settings – social spaces for dining or a cocktail, places to attend to business, or quiet areas for relaxing.

2.3 SJC FACTS

- SJC is the only commercial airport in Silicon Valley.
- The Airport's customer base encompasses approximately 4 million people.
- SJC is only three miles from downtown San José, Silicon Valley's urban center.
- SJC has one of the nation's best on-time performance records because of ample airfield capacity and excellent weather.
- SJC's two 11,000-foot runways can handle all sizes of commercial aircraft and international destinations.
- City/Santa Clara County has the highest median household income of any metropolitan area in the US at \$90,747.
- 68 Silicon Valley companies with market capitalization greater than \$1 billion are clustered within a 12-mile radius of SJC.
- 14 Fortune 500 company headquarters and 29 of the nation's 100 fastest growing technology companies are located in Silicon Valley.

2.4 AIRPORT AMENITIES AND BENEFITS FOR AIRLINES AND PASSENGERS

- State-of-the-art technology provides cost-effective flexibility to airlines for shared use aircraft gates and ticket counters, as well as efficiency from the automated baggage handling system
- TSA Pre-Check and CLEAR services for passengers provide expedited security checkpoint processing for passengers
- Free Wi-Fi throughout SJC terminal facilities
- Convenient rental car center located immediately across from Terminal B
- Easy access to Downtown San Jose and Silicon Valley corporations, communities and convention centers
- Innovative architecture and public art reflecting the entrepreneurial spirit and technology of Silicon Valley

- Strong concessions program with many unique local shops and restaurants

3 SCOPE OF WORK

3.1 DUAL-FOCUS MARKETING PROGRAM

Develop marketing efforts for SJC's two very different audiences: airlines and passengers.

3.1.1 The airline marketing effort shall focus on building air service, i.e., attracting new airlines and new routes; encouraging existing airlines to introduce new destinations and increase frequency; building a strong, diverse, competitive stable of airlines at SJC. The City's current program utilizes traditional airline/airport publications and websites, collateral for airline meetings and cohesive on-going communication with airline executives.

3.1.2 The passenger marketing effort shall focus on SJC's convenience, reliability and destinations (old and new). The Airport's current program regularly uses on-airport mediums, print and online publications, radio, outdoor mediums and social media to communicate its message. A portion of the Airport's passenger marketing is also focused on concessions marketing. Most of this marketing is done on mobile platforms or within the terminals.

3.2 MARKETING PROGRAM DEVELOPMENT

3.2.1 Develop long-term and short-term marketing plans in concert with City staff to support strategic air service development; aviation industry communications; passenger marketing; concession marketing; community and business outreach; collaborative programs with Airport airlines and tenants; and revenue-generating programs.

3.2.2 Identify appropriate communications channels, using traditional and non-traditional media as well as social media, for marketing strategies and tactics to meet rapidly changing conditions and needs of the Airport, aviation industry, and the public.

3.2.3 Develop cost-effective and innovative marketing and communications tactics and campaigns and budgets to reach specific target audiences and to meet specific program objectives.

3.2.4 Identify opportunities for marketing partnerships and collaborative campaigns to meet mutual goals of the City and Airport partners.

3.3 MARKETING SERVICES SUPPORT

3.3.1 Provide creative input and design consultation and assistance to City in connection with the production of advertising for on-line, television, radio, print, outdoor and other media; advertising deliverables suitable for specific channels and audiences; and other informational materials.

3.3.2 Provide marketing and communications services, including: conceptual and creative development, copywriting, social media planning and implementation, illustration, photography, art direction, graphic design and production, television and radio production, audio and video production, website design, mobile marketing, and media planning and buying services.

3.3.3 Translate and produce advertising and collateral material as directed into designated foreign languages, Braille and/or media compatible for the hearing- and sight-impaired as might be required.

3.3.4 Plan and prepare presentations and collateral material for airlines, public, news media, civic officials, business community, neighborhood associations, Airport partners and tenants, and other specific audiences as necessary.

3.3.5 Provide marketing and communications support for Airport special events as necessary.

3.4 CONSULTATION

3.4.1 Provide recommendations to City in selecting providers of marketing, communications, and advertising services such as graphic production, social media, web services, advertising channels and materials, and audio/video production. Such consultation and assistance may include drafting and providing advice regarding specific scopes of services and reviewing and advising the City regarding provider qualifications.

3.4.2 Provide recommendations for providers of marketing and advertising services to the Airport, and ensure that such advertising services are provided in a manner consistent with the City's goals and standards and coordinated with other communications activities.

3.4.3 Assist the City in identifying potential opportunities for marketing and advertising with private- and public-sector partners in connection with the City's efforts to reach specific target audiences, reduce outreach cost, and/or generate revenues.

4 DESIRED QUALIFICATIONS

4.1 Expertise in the functions as stated above, including the development, implementation, and support of public information, retail/consumer marketing, business-to-business marketing, advertising, social media, and special-event programs on a continuous basis since January 2009; Proposer must have at least ten years of experience as required above;

4.2 Expertise in the development and implementation of effective retail/consumer and business-to-business marketing and communications strategies and tactics;

4.3 Expertise in the development, implementation, and maintenance of social media and on-line advertising content, materials, programs, placement, and measurement;

4.4 Expertise in the development and production of newspaper, radio, television, Internet, printed informational materials, website, signage, and other collateral materials;

4.5 Expertise in airport or transportation marketing and communication programs or projects;

4.6 Expertise in traditional and non-traditional advertising planning and buying;

4.7 Expertise in advertising copywriting and design;

4.8 Expertise with primary and secondary marketing research;

4.9 Knowledge of resources for the appropriate translation and production of advertising and informational material in designated foreign languages;

4.10 Knowledge of practical methods for program evaluation;

4.11 Ability to be flexible, collaborative, and resourceful to achieve marketing and communications goals under changing conditions and with limited resources.

5 TERM OF AGREEMENT AND COMPENSATION

The qualified consultant(s) will be retained, contingent on San José City Council approval, by City from September 1, 2014, through August 31, 2016, inclusive, in an amount not to exceed \$900,000 for the two-year period.

At its sole discretion, the City may extend the term of the agreement(s) for up to two two-year option terms ending August 30, 2020, in an amount not to exceed \$2,700,000 for the total six-year term of the agreement(s) The options to extend the agreement(s) will be accomplished by providing written notice to consultant(s) at least 30 days prior to the end of the term then in effect.

6 PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

6.1 All questions/inquiries must be made through the contact listed on the cover sheet of this document, via BidSync. Contact with representative(s) other than the name listed in this RFQ is grounds for disqualification. The City will provide a written response to all questions in the form of an Addendum.

7 OBJECTIONS

7.1 Any objections as to the structure, content or distribution of this RFQ must be submitted in writing to the Contact listed on the cover sheet of this document. Objections must be as specific as possible, and must identify the RFQ section number and title as well as a description and rationale for the objection.

7.2 All objections, questions and inquiries must be received by the deadline stated on the cover sheet.

7.3 Any clarification or interpretation or change to the Agreement will be in the form of an Addendum posted to BidSync.

8 PROPOSAL SUBMITTAL REQUIREMENTS

8.1 You must respond to this RFQ by the due date and time as stated on the cover sheet of this document in order for your proposal to be considered. Proposals must be addressed to the attention of the contact listed on the cover sheet of this document, clearly labeled **RFQ- Marketing and Communications Support for Mineta San José International Airport**.

8.2 Submissions should be prepared in compliance with the following instructions to ensure an adequate response to the RFQ and to expedite the complete and fair evaluation of all submissions.

8.3 Proposers are encouraged to be complete yet concise in their response. As a guideline, proposals should not exceed 25 single-sided pages in a font no smaller than 12-point, exclusive of all exhibits and any supplemental information provided. Proposals with excessive generic marketing and boilerplate materials may be scored lower.

8.4 Any additional information should be provided as exhibits and does not apply to the aforementioned page count guideline.

8.5 The City makes no assurances that any non-requested, additional information in exhibits will be reviewed.

8.6 All firms are required to provide a response to all of the questions below. If your firm does not have applicable experience in any given area, please state such in your response in that area.

8.7 Please provide one original and five copies of your proposal with your submission, as well as an electronic copy in pdf format on a USB flash drive.

8.8 INTRODUCTION TO THE FIRM

8.8.1 List the name of the proposing firm and proposal contact person. Please clearly identify who would be the firm's lead representative and primary day-to-day contact with the City (specify if there would be more than one person filling these two particular roles). Include office location(s), address(es), telephone and fax numbers, and e-mail address(es).

8.8.2 Provide a description and brief history of the consulting firm including a description of the different types of consulting services that your firm provides to airports or similar clients, and indicating other types of consulting services your firm provides to any types of clients other than airport operators.

8.8.3 Indicate how many professional and support employees the firm has, or calls upon from subcontractors.

8.8.4 Include information regarding your firm's experience with marketing and communication support programs. Please provide in detail a description of the extent of your firm's consulting experience related to marketing and communications programs since January 1, 2009. Include a description of the nature and magnitude of the marketing and/or communications consulting services provided.

8.9 REFERENCES

Please use Attachment E to provide three to five references of clients who have worked closely with your firm. At least three of the references should be clients for marketing and communications support consultant services. The list should include contact name, telephone number, fax number, and e-mail address of the individual most familiar with your work.

8.10 EXAMPLES OF WORK PRODUCT

Please provide at least two examples of an advertising campaign or marketing/communications support program. One of the examples must include a significant component related to on-line and/or social media marketing and communications. All examples must be work product performed by your organization and/or subcontractors since January 1, 2011.

8.11 PERSONNEL

Identify all of the personnel and subcontractors who, along with the lead representative and day-to-day contact listed in Section 8.8.1, would be assigned to work with the City on this project and what role each would play.

8.12 FEE STRUCTURE

8.12.1 It is anticipated that compensation to the selected consultant will be paid on a time and material basis not to exceed the amounts listed in Section 5. Proposers may propose alternative fee structures including monthly retainer, fixed-fee or hybrid structures. City will determine in its sole discretion.

8.12.2 Where feasible, the selected consultant will estimate the cost of a specific assignment prior to the City's authorization of assignment.

8.12.3 Please list your hourly rates for the various job classifications identified in your response (for example, Senior Consultant, Media Buyer, PR Manager, Graphic Artist, Videographer, etc) that you will likely assign and the estimated percentage of time that they will be utilized.

8.12.4 How does your firm propose to handle reimbursable expenses? Please note that the City typically reimburses for such expenses that are "customary and reasonable" and properly documented.

8.12.5 The City describes its intent to agree on "not-to-exceed" limits for work efforts. Please provide any specific comments you may have on this requirement and specifically indicate how your firm's billing structure is set up to, or has in the past enabled your firm to comply with this type of structure.

8.12.6 It is anticipated that the City may ask that some advertising coordinated and negotiated by the consulting firm will be billed through the consulting firm, rather than billed directly to the City. Please provide any specific comments you may have on this requirement and specifically indicate how your firm's billing structure can accommodate this requirement.

8.13 ATTACHMENTS

8.13.1 Attachment A – Proposal Certification

With the signing of the Proposal Certification, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFQ, that they are aware of the applicable facts pertaining to the RFQ process, its procedures and requirements, and that they have read and understand the RFQ.

8.13.2 Attachment B – Request for Contracting Preference for Local and Small Businesses

Submit this form with your proposal only if you wish to be considered for this preference. It may not be submitted late.

8.13.3 Attachment C – City's Terms and Conditions

Selected consultant(s) will be required to enter into an agreement with the City containing the terms and conditions and insurance provisions set forth in Attachments C and D. If you have any exceptions to the standard terms and conditions you must note them in your proposal. If there are no exceptions, submit the first page of this Attachment stating "No Exceptions".

8.13.4 Attachment D – Insurance

For the duration of the agreement the selected consultant(s) shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services by the consultant, its agents, representatives, employees or subcontractors. If you have any exceptions to the insurance requirements you must note them in your proposal. If there are no exceptions, submit the first page of this Attachment stating “No Exceptions”.

8.13.5 Attachment E – Previous Customer Reference Worksheet

8.13.6 Attachment F – Conflict of Interest Form

9 **SELECTION PROCESS AND EVALUATION CRITERIA**

9.1 **SELECTION PROCESS**

9.1.1 City staff will evaluate proposal submissions. The City reserves the right to rely on information from sources other than the information provided by the respondents.

9.1.2 Responses will be evaluated as outlined in this section.

9.1.3 The City reserves the right to interview prospective firms/individuals prior to making its selection.

9.1.4 Final award shall be contingent upon selected firm(s) (Consultant) accepting Terms and Conditions in substantial conformity to the terms listed in Attachment C of this RFQ.

9.1.5 City reserves the right to accept an offer in full, or in part, or to reject all offers, or to award to more than one Proposer.

9.2 **EVALUATION CRITERIA**

Criteria	Points
Proposal Responsiveness (completeness)	Pass/Fail
Experience of Proposer	50
Customer Satisfaction/Firm Reputation (References)	20
Fee Structure	20
Local Business Enterprise	5
Small Business Enterprise	5
TOTAL	100

10 **GROUND FOR DISQUALIFICATION**

10.1 All Proposers are expected to have read and understood Council Policy 0-35 on Procurement and Contract Process Integrity and Conflict of Interest adopted on February 6, 2007. A complete copy of the policy can be found at: <http://www.sanjoseca.gov/DocumentCenter/View/3830>. Any Proposer who violates the Policy will be subject to disqualification. Generally, the grounds for disqualification include:

10.1.1 Contact regarding this procurement with any City official or employee or evaluation team other than the Procurement Contact from the time of issuance of this solicitation until the end of the protest period.

10.1.2 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal.

10.1.3 Influencing any City staff member or evaluation team member throughout the solicitation process, including the development of specifications.

10.1.4 Evidence of submitting incorrect information in the response to a solicitation or misrepresent or fail to disclose material facts during the evaluation process.

10.2 In addition to violations of Council Policy 0-35, the following conduct may also result in disqualification:

10.2.1 Offering gifts or souvenirs, even of minimal value, to City officers or employees.

10.2.2 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City.

10.2.3 Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal.

10.2.4 Proposer's default under any City agreement, resulting in termination of such Agreement.

11 CONFLICT OF INTEREST

11.1 In order to avoid a conflict of interest or the perception of a conflict of interest, Proposer(s) selected to provide services under this RFQ will be subject to the following requirements:

11.1.1 Proposer(s) selected under this RFQ will be precluded from submitting proposals or bids as a prime contractor or subcontractor for any future procurement with the City if the specifications for such procurements were developed or influenced by the work performed under the agreement(s) resulting from this RFQ.

11.1.2 Proposer(s) may not have any interest in any potential Proposer for future City procurements that may result from the work performed under the agreement resulting from this RFQ.

11.2 In order to determine whether such interest may exist, all Proposers must complete the attached Conflict of Interest Form (Attachment F).

11.3 City policies regarding conflict of interest can be found here:
<http://www.sanjoseca.gov/DocumentCenter/View/16089>

12 GENERAL INFORMATION

12.1 The successful Proposer(s) will be required to demonstrate evidence of insurance in accordance with the insurance provisions listed in Attachment D.

12.2 All costs associated with responding to this request are to be borne by the Proposer.

12.3 It is the City's policy that the selected firm(s) shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of San José contracts.

13 PUBLIC NATURE OF PROPOSAL MATERIAL

13.1 All correspondence with the City including responses to this RFQ will become the exclusive property of the City and will become public records under the California Public Records Act (Cal. Government Code section 6250 et seq.). All documents that you send to the City will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

13.2 Therefore, any proposal which contains language purporting to render all or significant portions of their proposal "Confidential," "Trade Secret," or "Proprietary," or fails to provide the exemption information required as described below will be considered a public record in its entirety subject to the procedures in Section 12.5.

13.3 Do not mark your entire proposal as "confidential".

13.4 The City will not disclose any part of any proposal before it announces a recommendation for award, on the ground that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all proposals received in response to this RFQ will be subject to public disclosure. If you believe that there are portion(s) of your proposal that are exempt from disclosure under the Public Records Act, you must mark it as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must plainly mark the information as "Trade Secret" and refer to the appropriate section of the Public Records Act that provides the exemption as well as the factual basis for claiming the exemption.

13.5 Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San José may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

14 PROTESTS

14.1 If an unsuccessful Proposer wants to dispute the award recommendation, the protest must be submitted in writing to the City's Acting Assistant Director of Aviation no later than ten calendar days after announcement of the successful Proposer(s), detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications, which must be addressed in accordance with the above Section. Failure to submit a timely written protest to the contact listed below will bar consideration of the protest.

14.2 The address for submitting protests is:

John Aitken, Acting Assistant Director of Aviation
Mineta San José International Airport
1701 Airport Blvd., Suite B-1130
San José, CA 95110

Odwyerpr.com

ATTACHMENT A

Proposal Certification

Proposing Firm Name:		
Address:		
Telephone:		
Facsimile:		
Contact person name and title:		

PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFQ document or permitted by formal addenda are accepted by the City.
4. Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Proposals package, formal addenda issued by the City, or the pre-proposal conference.
5. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
6. Please check the appropriate box below:
 If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.
 If the proposal is submitted by a partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members.

If the proposal is submitted by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

If the proposal is submitted by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

If the proposal is submitted by a joint venture, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFQ, that they are aware of the applicable facts pertaining to the RFQ process, its procedures and requirements, and that they have read and understand the RFQ.

Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
Complete additional signatures below as required per # 6 above	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	

ATTACHMENT B – LOCAL AND SMALL BUSINESS PREFERENCE

City of San Jose Request for Contracting Preference for Local and Small Businesses			
<p>Chapter 4.12 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise* or Small Business Enterprise** and whether price has been chosen as the determinative factor in the selection of the vendor.</p> <p>In order to be a Local Business Enterprise (LBE) you must have a current San Jose Business Tax Certificate Number and have an office in Santa Clara County with at least one employee. If you qualify as an LBE you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (<i>regardless of where they are located</i>) of your firm is 35 or fewer.</p> <p>There are two ways in which the preference can be applied. In procurements where price is the determinative factor (<i>i.e. there are not a variety of other factors being considered in the selection process</i>) the preference is in the form of a credit applied to the dollar value of the bid or quote. For example, a non-local vendor submits a quote of \$200 per item and a LBE submits a quote of \$204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately \$5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as \$199.</p> <p>In procurements where price is not the determinative factor such, as an RFQ, typically a variety of factors are evaluated to determine which proposal best meets the City's needs. In procurements such as these, a qualified LBE will be given 5% and a qualified SBE will be given an additional 5% of the total points in the scoring.</p>			
<p>The following determinations have been made with respect to this procurement: (for official use only)</p>			
Type of Procurement	<input type="checkbox"/> Bid	<input type="checkbox"/> Request for Quote	<input checked="" type="checkbox"/> Request for Proposal
Type of Preference	<input type="checkbox"/> Price is Determinative		<input checked="" type="checkbox"/> Price is Not Determinative
Amount of Preference	LBE preference = 2.5% of Cost SBE preference = 2.5% of Cost	LBE preference = 5% of Points SBE preference = 5% of Points	
<p>In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.</p>			
Business Name			
Business Address			
Telephone No.			
Type of Business	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> LLP
	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Other (explain)
<p>*LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE In order to qualify as an LBE you must provide the following information:</p>			
Current San Jose Business Tax Certificate Number			
Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:			
<p>**SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your entire business --NOT just local employees, or employees working in the office address given above.</p>			
Please state the number of employees that your Business has:	<input style="width: 50px; height: 20px;" type="text"/>		
<p>Based upon the forgoing information I am requesting that the Business named above be given the following preferences (<i>please check</i>):</p>			
<p style="text-align: center;"><input type="checkbox"/> Local Business Enterprise <input type="checkbox"/> Small Business Enterprise</p>			
<p>I declare under penalty of perjury that the information supplied by me in this form is true and correct.</p>			
Executed at:	_____ , California		
Date:	_____		
Signature	_____		
Print name	_____		

ATTACHMENT C
CITY OF SAN JOSE
CONSULTANT AGREEMENT
STANDARD TERMS AND CONDITIONS

(Referenced exhibits not attached will be added to final agreement)

SECTION 1. SCOPE OF SERVICES.

CONSULTANT shall perform those services specified in detail in EXHIBIT A, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be from _____ to _____, inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of CONSULTANT are to be completed according to the schedule set out in EXHIBIT B, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

SECTION 4. COMPENSATION.

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed Dollars (\$0.00). The rate and schedule of payment is set out in EXHIBIT C, entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Each month, CONSULTANT shall furnish to the CITY a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONTRACTOR.

It is understood and agreed that CONSULTANT, in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent contractor and not an agent or employee of CITY; and as an independent contractor, CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONSULTANT's obligations hereunder, without the prior written consent of CITY, and any attempt by CONSULTANT to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

CONSULTANT shall defend, indemnify and hold harmless CITY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by CONSULTANT's officers, employees or agents. The acceptance of said services and duties by CITY shall not operate as a waiver of such right of indemnification.

SECTION 9. INSURANCE REQUIREMENTS.

CONSULTANT agrees to have and maintain the policies set forth in EXHIBIT D, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Human Resources or the Director's authorized designee ("Risk Manager") of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. CONSULTANT agrees to provide CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 10. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

SECTION 11. TERMINATION.

- A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.
- B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.
- C. CITY's _____ is empowered to terminate this AGREEMENT on behalf of CITY.
- D. In the event of termination, CONSULTANT shall deliver to CITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, CITY shall pay CONSULTANT for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. GOVERNING LAW.

CITY and CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 13. COMPLIANCE WITH LAWS.

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 14. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.

SECTION 15. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use.

SECTION 16. WAIVER.

CONSULTANT agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 17. CONSULTANT'S BOOKS AND RECORDS.

- A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.
- B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.
- C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to CITY, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.
- D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest.

SECTION 18. CONFLICT OF INTEREST.

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT. **[if required] CONSULTANT shall file an Assuming Office Disclosure Statement of Economic Interests (Form 700) as specified in EXHIBIT F, entitled "DISCLOSURE STATEMENT", which is attached hereto and incorporated herein. Such statement shall be filed within thirty (30) days of the date of this AGREEMENT and annually thereafter by the first of April. Upon termination of this AGREEMENT, CONSULTANT shall file a Leaving Office Disclosure Statement of Economic Interest (Form 700).**

SECTION 19. GIFTS.

- A. CONSULTANT is familiar with CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San Jose Municipal Code.

- B. CONSULTANT agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.
- C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by CONSULTANT. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in SECTION 11 of this AGREEMENT.

SECTION 20. DISQUALIFICATION OF FORMER EMPLOYEES.

CONSULTANT is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San Jose Municipal Code (“Revolving Door Ordinance”). CONSULTANT shall not utilize either directly or indirectly any officer, employee, or agent of CONSULTANT to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

SECTION 21. SPECIAL PROVISIONS.

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT E, entitled, “SPECIAL PROVISIONS”, which is attached hereto and incorporated herein.

SECTION 22. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CITY:

To CONSULTANT:

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 23. VENUE.

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

SECTION 24. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may be modified only by a written amendment duly executed by the parties to this AGREEMENT.

EXHIBIT D

INSURANCE REQUIREMENTS

Consultant, at Consultant's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Consultant, its agents, representatives, employees, subcontractors or suppliers.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, nonowned and hired automobiles;
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. Commercial General Liability: \$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, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors and Omissions \$2,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by City's Risk Manager. At the option of City, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officials, employees, agents and consultants; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City of San Jose, its officials, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, Consultant; products and completed operations of Consultant; premises owned, leased or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents and consultants.
 - b. Consultant's insurance coverage shall be primary insurance as respects City, its officials, employees, agents and consultants. Any insurance or self-insurance maintained by City, its officials, employees, agents or consultants shall be excess of Consultant's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided City, its officials, employees, agents, or consultants.
 - d. Coverage shall state that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents and consultants

2. Workers' Compensation and Employers Liability

Coverage shall be endorsed to state carrier waives its rights of subrogation against the City, its officials, agents and consultants.

3. All Coverages

Each Certificate of Insurance will state that coverage shall not be suspended, voided, canceled except after thirty (30) days' prior written notice has been given to City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to City's Risk Manager.

F. Verification of Coverage

Consultant shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE of INSURANCE which shall be provided by the Consultant's insurance company as evidence of the stipulated coverages.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov or mailed to the following postal address o(r any subsequent address as may be directed in writing by the Risk Manager):

City of San Jose – Finance Department
Risk Management
200 East Santa Clara St., 14th Floor
San Jose, CA 95113-1905

G. Subcontractors

CONSULTANT shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

ATTACHMENT F

CONFLICT OF INTEREST FORM

To be completed by consultants making proposals.

NAME

DATE

PROPOSED ASSIGNMENT:

In order for the City to assess whether the personnel proposed to be assigned by the successful Proposer to work on the Proposed Assignment have a conflict of interest, this form must be completed by each person that the Proposer intends to assign.

Questions	Yes (Provide Details)	No
1. Do you have any official, professional, financial or personal relationships with any person or firm that might affect your judgment or your ability to provide services to the City that are fair and impartial?		
2. Stock and Investments (a) Do you own any stock in any company likely to be affected by or involved in the Proposed Assignment? (b) Does your spouse or a dependent own any stock in company likely to be affected by or involved in the Proposed Assignment? (c) Do you hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment? (d) Does your spouse or a dependent hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment? If the answer is yes to any of the above questions, please provide the name of the company and the amount of the stock or investment.		
3. Employment & Consulting (a) Is your spouse or a dependent employed/retained by anyone likely to be affected by or involved in the Proposed Assignment? (b) Has your spouse or dependent been previously employed/retained by anyone likely to be affected by or involved in the Proposed Assignment? (c) Have you been employed/retained by anyone likely to be affected by or involved in the Proposed Assignment? If the answer is yes to any of the above questions, please provide name of employer, nature of services provided and if the dates employed or retained.		

<p>4. Payments or Gifts</p> <p>(d) Within the past 12 months, have you received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>(e) Within the past 12 months, has your spouse or a dependent received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is yes, please provide the amount the payment or value of the gift, the name and position of the payor/donor and the date of receipt.</p>		
<p>5. Real Estate</p> <p>(a) Do you own real property that is likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Does your spouse or a dependent own real property that is likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is yes, please provide the location of the property.</p>		
<p>6. Positions</p> <p>(a) Do you currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Does your spouse or a dependent hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is yes, please provide the name of the entity, and the title of the position held.</p>		

If during the course of the evaluation, any personal, external, or organizational impairments occur that may affect your ability to do the work and report findings impartially, notify the Program Manager immediately.

Signature

Print Name

Date