



September 15, 2014

SUBJECT: REQUEST FOR PROPOSAL (RFP) F-15-08

The City of San Bernardino (City) invites a proposal from qualified vendors for:

Public Relations and Communications Services

Parties interested in obtaining a complete copy of this RFP (F-15-08) may do so by accessing the City of San Bernardino's website at www.sbcity.org > **City Hall > Finance > Request for Bids, beginning September 15, 2014**, or by faxing their request to (909) 384-5043, attention Ellen Clifford. Please include the following information in your request: name and address of firm; name, telephone and facsimile number of contact person; specify RFP F-15-08.

Copies of the RFP may also be obtained by calling Ellen Clifford at (909) 384-5330 or in person at City Hall, 300 N. "D" St., 4th floor, Purchasing Division, San Bernardino, CA 92418.

From the issuance date of this Request for Proposal until a Vendor is selected and the selection is announced, Proposers are not permitted to communicate with any City staff or officials regarding this procurement, other than during interviews, demonstrations, and/or site visits, except at the direction of Ellen Clifford, Accounting Assistant the designated representative of the City of San Bernardino. Contact with anyone not designated will result in elimination from the bid process.

Closing Date: Proposals must be submitted at or before **3:00 PM, PST, October 2, 2014**, at the address listed above.

Issuance of this RFP and/or receipt of proposals do not commit the City to award a contract.

Sincerely,
Ellen Clifford
Accounting Assistant

SECTION I.

INSTRUCTIONS TO PROPOSER(S)

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City of San Bernardino, Finance Department
Purchasing Division

RFP F-15-08
PUBLIC RELATIONS AND COMMUNICATIONS SERVICES

Bid Documents to Be Returned by Bidder

- Title Page
- Cover Letter / Letter of Introduction
- Project Approach
- Project Staffing
- Vendor Qualifications and Project Experience
- Statement of Qualifications & References (City Form)
- Statement of Past Contract Disqualifications (City Form)
- Original Proposal Vendor Form
- Three (3) copies of Proposal Vendor Form
- Original Firm & Fixed Fee Summary Proposal Price Form/Fee Schedule in a separate SEALED envelope Vendor Form
- Authorized Binding Signature(s)
- Proof of Insurance
- Addendum Received (City Form) IV Forms
- Non-Collusion Affidavit (City Form) IV Forms
- Listing of Proposed Subcontractor (City Form) IV Forms
- 120** Day Minimum Proposal Validity Statement III Additional Requirements, VI General Specifications#4
- Workers' Compensation Insurance Certificate (City Form)
- Copy of Contractor License or other appropriate Licenses where applicable VI General Specifications #GG

Proposer(s) are requested to submit this checklist completed with all bid documents.
This list may not be inclusive of all documents needed to submit your RFP.

I. GENERAL INSTRUCTIONS TO PROPOSER(S)

A. Non-Mandatory Pre-Proposal Meeting

N/A

B. Examination of Proposal Documents

1. By submitting a proposal, the Offeror(s) represents that it has thoroughly examined and become familiar with the items required under this RFP and that it is capable of quality performance to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future RFPs, for an undetermined period of time, the name of any Offeror(s) for failure to accept a contract, failure to respond to two (2) consecutive RFPs and/or unsatisfactory performance. Please note that a "No Proposal" is considered a response.

C. Addenda

Any City changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Purchase Order. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

All Addendums will be posted to our website at www.sbcity.org > City Hall > Finance > Request for Bids. For automatic electronic notifications, please visit our website and sign-up for SB Connect.

D. Clarifications

1. Examination of Documents

Should an Offeror(s) require clarifications of this RFP, the Offeror(s) shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is not clearly and fully set forth, the City will issue a written addendum clarifying the matter which will be sent to all persons who have requested the RFP.

2. Submitting Requests

- a. All questions, clarifications or comments shall be put in writing and must be received by the City no later than **3:00 PM September 22, 2014** and be addressed as follows:

City of San Bernardino
300 North "D" Street
4th floor, Attn: Ellen Clifford
San Bernardino, CA 92418

- b. The exterior envelope or email subject line of all requests for clarifications, questions and comments must be clearly labeled, **"Not an Offer."** The City is not responsible for failure to respond to a request that has not been labeled as such.

The City will also accept questions sent by facsimile machines or email, however, all faxed or emailed questions must be received by the City no later than **3:00 PM, PST, September 22, 2014** Send facsimile transmissions to (909) 384-5043, attention Ellen Clifford, and emails to clifford_el@sbcity.org

- c. Inquiries received after **3:00 PM September 22, 2014** will not be accepted.

3. City Responses

Responses from the City will be communicated in writing to all recipients of this RFP, by a posting to our website, www.sbcity.org by the close of business **September 25, 2014**.

For automatic electronic notifications, please visit our Homepage and register for SB Connect. If you are not registered for SB Connect, you may view or download any Addenda at www.sbcity.org > City Hall > Finance > Request for Bids.

E. Submission of Quotes

1. Date and Time

All Quotes are to be submitted to City of San Bernardino, Attention: Ellen Clifford. Quotes received after **3:00 PM PST, October 2, 2014**, will be rejected by the City as non-responsive.

2. Address

Quotes shall be addressed as follows:

**City of San Bernardino
300 North D Street
Finance Department – 4th Floor
Attn: Ellen Rumble
San Bernardino, CA 92418**

Quotes may be delivered in person to the Finance Department, 4th floor of the above address.

3. Identification of Quotes

Offeror(s) shall submit a **SEALED** proposal package consisting of:

- (a) One (1) signed original of Proposal
- (b) Two (2) copies of Proposal
- (c) One (1) electronic copy

The proposal package shall be addressed as shown above, bearing the Offeror(s) name and address and clearly marked on the outside of the envelop as follows:

**RFP F-15-08
Public Relations and Communications Services**

4. Acceptance of Quotes

- a. The City reserves the right to accept or reject any and all Quotes, or any item or part thereof, or to waive any informalities or irregularities in Quotes.
- b. The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any Offeror(s) responding to this RFP.
- c. The City reserves the right to postpone proposal opening for its own convenience.
- d. Faxed or emailed Quotes will not be accepted.

F. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Offeror(s) in:

1. preparing its proposal in response to this RFP;
2. submitting that proposal to City;
3. negotiating with City any matter related to this proposal; or
4. any other expenses incurred by the Offeror(s) prior to date of award, if any, of the Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror(s) in the preparation of its proposal. Offeror(s) shall not include any such expenses as part of its proposal.

G. Contract Award

Issuance of this RFP and receipt of Quotes does not commit the City to award a Purchase Order. The City reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all Quotes received in response to this RFP, and to negotiate with other than the selected Offeror(s) should negotiations with the selected Offeror(s) be terminated. **The City also reserves the right to apportion the award among two or more OFFEROR(S).**

A signed Vendor (Contractor) / Consultant Service Agreement (VSA/CSA), along with a pre-performance meeting, outlining additional terms and conditions relating to performance, warranty, materials, goods, services, or other items as deemed necessary by the City, may be required prior to the commencement of the job.

H. Acceptance of Order

The successful Offeror(s) will be required to accept a Purchase Order in accordance with and including as a part thereof the published Request for Quotes, and the RFP documents including all requirements, conditions and specifications contained therein, with no exceptions other than those specifically listed in the written purchase order.

I. Business License

The City's Business Ordinance requires that a Business doing business with the City, obtain and maintain a valid City Business Registration Certificate during the terms of the Agreement. Bidder agrees to obtain such Certificate prior to undertaking any work under this Agreement.

J. Local Vendor Preference

The City of San Bernardino gives any formal or informal bid submitted by a local bidder a one percent (1%) credit for goods and materials, where labor and/or installation is incidental; and a five percent (5%) credit on Contractual services, for comparison purposes with other bidders, as authorized in the San Bernardino Municipal Code Section 3.04.125, and Executive Order 2003-1, respectively.

For the purposes of this section, "local bidders" shall be bidders for which the point of sale of the goods, materials, or services shall be within the City limits of San Bernardino.

SECTION II.

SCOPE OF WORK

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GENERAL EXPECTATIONS AND INSTRUCTIONS

Submitters should develop a detailed Public Relations and Communications Services Plan for the City of San Bernardino. These Plans will be evaluated on the basis of substance and measurable outcomes, not length. Ideal Plans will highlight qualifications that seem to make them stand out and desirable for the City of San Bernardino. Past experiences with the City and outside agencies, reputation, and previous projects will all play a factor into the decision making process; however, they will not be the sole factors on which the Submitter is chosen.

A. INTRODUCTION

The City of San Bernardino, hereafter referred to as “City,” is seeking submissions from qualified individuals or firms, hereafter referred to as “Submitter,” to provide public relations and communications services for the City. Successful Submitters will demonstrate an ability to provide all of the following: effective communication strategy and counsel; messaging; public relations (including but not limited to media relations, social media outreach, community relations); and marketing communications (including but not limited to creative design, marketing collateral materials, advertising and web properties).

The City wishes to improve the transparency between itself and its citizens as well as itself and the outside communities that surround it. The goal of this RFP is to find a firm or agency that will be able to dedicate themselves to improving the image of this City in all aspects, while also, providing the necessary support in reaching out to those within the San Bernardino community.

This RFP is released to identify Submitters with the specific ability to communicate effectively and provide support in regards to public relations. Qualifications should directly include those with 5 or more years of experience operating, maintaining and providing the communication services desired. Plans should not represent those that are conceptual in nature. The Submitter must be qualified, experienced and outcomes driven. Also, the submission must clearly state the entire scope and anticipated accomplishments of the overall communications plan. If given the opportunity to work with the City, under no circumstances, should Submitter re-negotiate or otherwise change the scope or the original intent of the Plan.

City staff will review the responses to this RFP for completeness and evaluate them for compliance with City codes and regulations, financial feasibility, and readiness to put the Plan into operation. Upon approval, the Submitter will be presented to the Mayor and Common Council of the City for a final decision. If

Submitter does not qualify, for any reason, from the preliminary discussions through the City Council approval, then they will be notified of their status. Submitters that are required to submit a full Public Relations and Communication Services Plan description shall prepare the project description statement in accordance with the following instructions while being aware of the specified evaluation criteria.

*Desired Format: all applications must be submitted on 8 ½ x 11 white paper with 1" margins utilizing Times New Roman, 12 point font.

B. BACKGROUND

In recent years, the City of San Bernardino has fallen on hard times, however, for the past year, the City has undergone a great deal of change on both the overall and agency levels. With the 2013 election year came several new faces to City Hall, along with a renewed commitment by new Mayor R. Carey Davis and the City Council to usher in a new era of prosperity for the City as well as transparency and better communication with residents, businesses, students, and City employees.

The City of San Bernardino serves as the county seat and is the largest city in the County of San Bernardino with a population of 205,000; however, the long stream of negative news and media coverage has led this City to perceive itself as a detriment to the surrounding areas. This negative coverage not only impacts the morale of our current residents and businesses, but it has also created an unfavorable image for those who might look to be a part of the San Bernardino community.

It is a goal of this City to change how it is perceived by itself, its citizens, and all those who come across the City of San Bernardino. For this City to reestablish the status it once held, it needs to be known that the City's government is doing what it can to make this City the best it can be. Without a strong communications plan in place, the City will have little to no ability to inform its residents on matters ranging from extreme importance, such as the City's current status of bankruptcy, to those that affect the everyday operations, such as street paving and parks and recreation activities.

C. ANTICIPATED SELECTION SCHEDULE

The City anticipates the following general timeline for its selection process, but reserves the right to change this schedule.

- RFP Advertised September 15, 2014

- Submission Due Date October 2, 2014
- Opening October 2, 2014
- Selection Committee Evaluation
- Interviews (if needed)
- Contract Approval
- Commencement of Contract

D. QUALIFICATIONS AND EXPERIENCE

Plan submittals will be accepted from individuals, organizations, or other collaborative arrangements that are qualified to conduct business in the State of California and the City of San Bernardino.

Submitters shall have substantial experience with the following:

- Providing professional, effective communication counsel and messaging
- Media relations, social media communications, internal communications
- Producing quality graphic design and copywriting
- Devising, implementing and coordinating two-way communication campaigns across multiple channels and platforms
- Developing, implementing, monitoring and adjusting communication strategies while working within a modest budget to promote city news, functions, programs, events, and facilities
- Coordinating with multiple parties to meet deadlines

E. SCOPE OF SERVICES

- Develop an overall communications plan that allows City Hall to communicate effectively with key City-wide stakeholders
- Develop an external communications strategy that communicates positive news of the City with key external publics, including but limited to Southern California residents, businesses and public officials; news media; and visitors/tourists
- Develop strategic marketing communications and brand support to assist the City in promoting initiatives, events, and programs.
- Graphic design and production of marketing and advertising materials (write, edit, and proof copy).
- Recommend and implement public relations and marketing communication strategies

- Offer input on the City's current digital presence (including the City's website and any social media sites maintained by the City).

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II. PLAN INSTRUCTIONS

A. PLAN SUBMITTAL AND DUE DATE

Submitters shall provide one (1) electronic version and one (1) original with two (2) hard copies of plan in a sealed envelope clearly marked: "Confidential: City of San Bernardino Public Relations and Communications Services Plan".

Plans shall be submitted by 3 p.m. on October 2, 2014 to:

ATTN: Ellen Clifford
Finance
City of San Bernardino
300 North D Street
San Bernardino, CA 92418

Plans shall be organized as specified in Article II.E, Proposal Contents. The City of San Bernardino assumes no responsibility for delayed or undelivered packages. Plans, which are not received by the City by the above specified time and date, will not be considered. Faxed or electronically transmitted Plans will be rejected as non-responsive.

Plans will be opened on October 2, 2014, at 3 p.m. at San Bernardino City Hall.

B. INQUIRIES

Questions concerning this RFP should be submitted to:

Ellen Clifford
City of San Bernardino
300 North D Street, 4th Floor
San Bernardino, CA 92418
(909) 384-5330
clifford_el@sbcity.org

C. RESERVATION OF RIGHTS

The City reserves the right to: 1) seek clarifications of each Plan; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all Plans; 4) cancel this RFP at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any Submitter based on the evaluation criteria set forth in this RFP; 6) waive minor informalities contained in any Plan, when, in the City's sole judgment, it is in the City's best interest to do so; and 7) request any additional information

City deems reasonably necessary to allow City to evaluate, rank and select the most qualified Submitter to perform the services described in this RFP.

D. PLAN CONTENTS

Plans shall include, at a minimum, the following items:

- Cover Letter. A one page cover letter containing:
 - Name of the person(s) authorized to represent the Submitter in negotiating and signing any agreement which may result from the plan;
 - Entity name and address;
 - Phone, website and email address; and
 - State certification number, if any, as a minority-owned, women-owned, disadvantaged, or emerging small business.
- Staffing. Name and qualifications of the individuals who will provide the requested services and a current résumé for each, including a description of qualifications, skills, and responsibilities. The City is interested in professionals with experience serving governmental entities.
- Approach/Work Plan. Describe how the Submitter will approach City public relations and communications projects. How do you propose using existing resources and leveraging the work you provide for the City?
- Experience/Work Samples. Provide previous work examples that demonstrate how you meet the experience requirements listed in Article I.D, Qualifications and Experience, of this RFP. Submit three projects undertaken in the past three years (preferably for government clients) that involved services similar to the services listed in Article 1.E, Scope of Services, of this RFP.
- Cost/Budget. Provide hourly rates or other fee structures for the services listed in Article 1.E, Scope of Services, of this RFP.
- Capacity. Explain Submitter's workload capacity and level of experience commensurate with the level of service required by the City.

- Facilities. Explain Submitter's facilities and availability of support staff.
- Insurance. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,500,000.
- Subcontractors. A list of the tasks, responsibilities, and qualifications of any subcontractors proposed to be used on a routine basis.
- Nondiscrimination. Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
- Local Resources. Describe your proposed use of local businesses and markets in and around San Bernardino. Include the steps you have taken in the past to support local business and promote community involvement as well as the steps you would take if selected for this Plan.
- References. Submitter will submit three professional references for work similar to that being proposed.

E. INFORMATION RELEASE

Submitters are hereby advised that the City may solicit background information based upon all information, including references, provided in response to this RFP. By submission of a Plan, Submitter agrees to such activity and releases the City from all claims arising from such activity.

F. PUBLIC RECORDS

All Plans submitted are the property of the City of San Bernardino, and are thus subject to disclosure pursuant to the public records law. Accordingly, Plans received and opened shall not be available for public inspection until after City's notice of intent to award this contract is issued.

G. COSTS

Submitters responding to this RFP do so solely at their own expense.

III. PLAN EVALUATION

A. MINIMUM QUALIFICATIONS

The City will review submissions received to determine whether or not each submitter meets the following minimum qualifications:

- Ability to provide the public relations and communications services work needed by the City to the standards required by the City.
- Has the financial resource for the performance of the desired public relations and communication services, or the ability to obtain such resources.
- Is an Equal Opportunity Employer and otherwise qualified by law to enter into the attached Public relations and Communications Services Contract.

B. EVALUATION CRITERIA

Submissions meeting the above minimum qualifications will be evaluated by the City using the following criteria:

	Maximum Points
1) Specialized experience in the type of work to be performed, specifically including work in a city of similar size and geographic location.	(30)
2) Qualifications and experience of the staff assigned by Submitter to perform these services.	(30)
3) Quality of proposed approach/work plan.	(50)
4) Quality of work samples.	(30)
5) Familiarity with the City and greater Inland Empire.	(30)
6) Readiness to implement proposed Communications Plan	(15)
7) Availability and capability to perform the PR and communications services described in this RFP on an ongoing basis.	(15)
Maximum Total Points	200

Special consideration may be given to Submitters with public relations experience within the San Bernardino area. Interviews may be requested prior to final selection. Award will be made to the highest ranked Submitter according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked Submitter, the City reserves the right to enter into negotiations with the next highest ranked Submitter.

C. SELECTION

An evaluation committee will evaluate all Plans that meet the minimum qualifications listed in Article III.A of this RFP. The committee will be composed of five members appointed by and including the City Manager. The City Manager will act as the committee chair. Each committee member shall complete an evaluation sheet ranking each qualified Submitter against the weighted criteria set forth in Article III.B of this RFP. Completed evaluations shall be combined and tallied. The City reserves the right to interview one or more of the highest ranked candidates. Upon completion of its evaluation process, the evaluation committee shall provide the results of the scoring and ranking to the City Council, along with a recommendation to award the contract to the highest ranked Submitter.

Upon receipt of the evaluation committee's scoring recommendation, the Council may: 1) begin negotiating a contract with the highest ranked Submitter; 2) send the Plans back to the evaluation committee for re-evaluation with specific instructions; 3) conduct its own evaluations of the Plan, which may include an interview of one or more of the Submitters; or 4) cancel the RFP.

If the City and the highest ranked Submitter are unable for any reason to negotiate a contract the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next highest ranked candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP. It is the desire of the City to have a new public relations and communications services contract in place no later than October 16, 2014.

C. CONTRACT

The City desires to enter into a professional services agreement, which will include all necessary Public Relations and Communications Services, whether or not the services are specifically outlined in this RFP. The selected

Submitter will be expected to sign a written agreement, which will incorporate this RFP and the awardee's Plan. The City anticipates payment for services on an hourly basis. However, the City will also consider alternative Plans. The City reserves the right to negotiate a compensation package that is fair and reasonable to the City, as determined solely by City. It is anticipated that the City of San Bernardino will enter into a two (2) year agreement with the awardee, which thereafter may be extended upon written consent of both parties for additional two (2) year terms.

The agreement requires that awardee comply with all applicable federal and state laws, rules and regulations.

**The City of San Bernardino is an Equal Opportunity/Affirmative Action Employer. Women, Minorities and Disabled Persons are encouraged to apply
THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED
OR REVOKED WITHOUT NOTICE.**

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SECTION III.

BID CONTENT AND FORMS

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ANNUAL PURCHASE ORDER

Effective on or about September 1, 2014 through June 30, 2015, plus two (2), single-year renewal options, at the City’s discretion for City requirements.

Option Year One, if exercised, shall be effective July 1, 2015 through June 30, 2016.
Option Year Two, if exercised, shall be effective July 1, 2016 through June 30, 2017.

Actual option year pricing shall be negotiated with the successful proposer(s) prior to exercising any given option year. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

Are there any other additional or incidental costs that will be required by your firm in order to meet the requirements of the Proposal Specifications? Yes / No (circle one). If you answered “Yes,” please provide detail of said additional costs:

Please indicate any elements of the Proposal Specifications that cannot be met by your firm.

Have you included in your proposal all informational items and forms as requested? Yes / No (circle one). If you answered “No,” please explain:

This offer shall remain firm for **120** days from RFP close date.

Terms and conditions as set forth in this RFP apply to this proposal.

Cash discount allowable _____ % _____ days; unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this proposal, proposer(s) warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received.

Verification of Addenda Received

Addenda No: _____

Received on: _____

Addenda No: _____

Received on: _____

Addenda No: _____

Received on: _____

FIRM NAME: _____

ADDRESS: _____

Phone: _____

Email: _____

Fax: _____

Authorized Signature: _____

Print Name: _____

Title: _____

IF SUBMITTING A "NO PROPOSAL," PLEASE STATE REASON (S) BELOW:

SUBCONTRACTOR'S LIST

As required by California State Law, the General Contractor bidding will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work in an amount in excess of one-half of one percent of the General Contractor's total bid and will state the firm name and principal location of the mill, shop, or office of each. If a General Contractor fails to specify a subcontractor, or if he specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent, he agrees that he is fully qualified to perform that portion himself and that he shall perform that portion himself.

DIVISION OF WORK OR TRADE	NAME OF FIRM OR CONTRACTOR	LOCATION CITY

Print Name

Signature of Bidder

Company Name: _____

Address: _____

REJECTION OF BIDS

The undersigned agrees that the City of San Bernardino reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids not affected by law, if to do so seems to best serve the public interest.

NON-COLLUSION AFFIDAVIT

TO: MAYOR AND COMMON COUNCIL, CITY OF SAN BERNARDINO

In accordance with Title 23, United States Code, Section 112, the undersigned hereby states, under penalty of perjury:

That he/she has not, neither directly nor indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive proposal in connection with **RFP F-15-08**.

Business Name _____

Business Address _____

Signature of Contractor(s) _____

Place of Residence

Subscribed and sworn before me this _____ day of _____, 20__.

Notary Public in and for the County of _____, State of California.

My commission expires _____, 20_____.

SECTION IV.

GENERAL EVALUATION CRITERIA

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IV. GENERAL EVALUATION CRITERIA

A. Evaluation Criteria

1. Capabilities of Firm to Effectively Complete the Project Requirements - 35%
Depth of proposer's understanding of, and ability to manage, City's requirements; ability to meet task deadlines; utility of suggested enhancements or technical innovations.
2. Qualifications of Firm/Related Experience - 45%
Experience in providing services similar to those requested herein; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references; qualifications of project staff; key personnel's level of involvement in performing related work; logic of project organization; adequacy of labor commitment.
3. Reasonableness of Cost and Price - 10%
Reasonableness of the individual firm-fixed prices and competitiveness of quoted prices with other proposals received; adequacy of the data in support of figures quoted; basis on which prices are quoted.
4. Completeness of Response - 5%
Completeness of response in accordance with RFP instructions; exceptions to or deviations from the RFP requirements which the proposer(s) cannot or will not accommodate; other relevant factors not considered elsewhere.
5. Local Vendor Preference - 5%
As approved in Executive Order 2003-01--proposer(s) which possess a fixed office or distribution point with at least one owner or employee located within the City of San Bernardino, and possessing all valid and current permits, and licenses required to transact such business, including, but not limited to a City Business Registration Certificate shall receive a five percent (5%) preference. [Unless contrary to Federal, State or Local Law (such as contracts for the construction of public works projects), or unless contrary to the requirements mandated by the funding source for such contractual services such as the Federal Government or other source which requires award to the lowest responsible proposer(s).]

B. Evaluation Procedure

All proposals received as specified will be evaluated by City staff in accordance with the above criteria. Additional sub-criteria beyond those listed may be considered by the evaluators in applying the major criteria to the proposals. During the evaluation period, the City may require an on-site visit and/or tour of the proposer(s)'s place of business. Proposer(s) should be aware, however, that award may be made without vendor visits, interviews, or further discussions.

C. Award

Depending on the dollar amounts of the offers received, City staff will either select the vendor best meeting the above-specified criteria or submit to City Council, for consideration and selection, the offer(s) judged by staff to be the most competitive.

The City reserves the right to withdraw this RFP at any time without prior notice and, furthermore, makes no representations that any contract(s) will be awarded to any proposer(s) responding to this RFP. The City expressly reserves the right to postpone proposal opening for its own convenience, to waive any informality or irregularity in the proposals received, and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection.

The City also reserves the right to award its total requirement among two or more proposers as City staff may deem to be in its best interests. In addition, negotiations may or may not be conducted with proposer(s); therefore, the proposal submitted should contain the proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any proposer(s).

D. Tie Proposals

If the final evaluation scores (after applying the local preference allowance) result in a tie score, the recommendation for award will be given to the local vendor.

E. Notification Of Award

Proposer(s) who submit a proposal in response to this RFP shall be notified regarding the firm(s) who was awarded the contract. Such notification shall be made within a reasonable time after the date the contract is awarded.

SECTION V.

GENERAL SPECIFICATIONS

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IV. GENERAL SPECIFICATIONS

1. Each bid shall be in accordance with **Request for Proposal (RFP) Number F-15-08**. All specifications are minimum. Bidders are expected to meet or exceed these specifications as written. Bidder shall attach to their bid a complete detailed itemization and explanation for each and every deviation or variation from the RFP specifications and requirements. Conditional bids, or those that take exception to the RFP specifications and requirements, may be considered non-responsive and may be rejected.
2. The City reserves the right to accept or reject any and all bids and to award a contract to the bidder whom best meets the City's requirements. This may include waiver of minor irregularities or discrepancies, or nonconformity to specifications in appropriate circumstances. Purchase shall be on a best buy basis after due consideration of all relevant factors, including but not limited to, workmanship, accessibility of parts and service, known evidence of manufacturer's responsibility and record, durability and known operational record of product and suitability as well as conformity to City needs and requirements. In all cases the best interest of the City shall prevail in all contract awards.
3. The City of San Bernardino reserves the right to purchase more or less than the quantities specified at unit prices bid.
4. Bids shall be firm offers, subject to acceptance or rejection within 120 days of the opening thereof.
5. Regular dealer. No bidder shall be acceptable who is not a reputable manufacturer or dealer of such items as submitted for bid consideration.
6. All materials, workmanship and finish entering into the construction of the equipment must be of the best of these respective kinds and must conform to the character of the equipment and the service for which it is intended to be used and shall be produced by use of the current manufacturing processes. "Seconds", factory rejects, and substandard goods are not acceptable.
7. Each bidder shall submit with their bid a copy of the proposed product specifications, complete detailed drawings, and other descriptive matter in sufficient detail to clearly describe the equipment, materials and parts offered.
8. Manufacturer and/or Contractor shall defend any and all suits and assume all liability for any and all claims made against the City of San Bernardino or any of its officials or agents for the use of any patented process, device or article forming a part of equipment or any item furnished under the contract.
9. Each bidder must state in their bid the guaranteed delivery date of product and/or services in number of calendar days from the date of contract execution by the City of San Bernardino, time is of the essence relative to this contract. Contractor shall prosecute the work continuously and diligently and shall deliver the items at the earliest possible date following the award of the contract.
10. Each bidder shall list in their bid all factory, manufacturer's and/or dealer's warranty and/or guarantee coverage and shall submit such written documents evidencing the same attached to the bid.
11. Successful bidder(s) (Contractor) shall furnish and deliver to the City complete equipment as bid and awarded, ready for installation and fully equipped as detailed in these specifications.
12. Price shall be quoted F.O.B. San Bernardino (all transportation charges shall be fully prepaid), and shall include all discounts. Bid shall include California sales tax, where applicable, (**effective January 1, 2013**) computed at the rate of **8.25%**, (this will normally be shown as a separate line item on the price form).
13. City shall make payment within thirty (30) days after the complete delivery and acceptance of the specified items by the City of San Bernardino and receipt of the Contractor's priced invoice.
14. All "standard equipment" is included in any bid. Bidders furnishing bids under these specifications shall supply all items advertised as "standard" equipment even if such items are not stipulated in the specifications, unless otherwise clearly accepted in the bid.

15. The items which the bidder proposes to furnish the City must comply in all respects with the appropriate safety regulations of all regulatory commissions of the Federal Government and the State of California, whether such safety features and/or items have been specifically outlined in these specifications or not.
16. Contractor delivering equipment pursuant to these RFP specifications shall guarantee that equipment meets specifications as set forth herein. If it is found that equipment delivered does not meet requirements of these specifications the Contractor shall be required to correct the same at their own expense.
17. By submitting a bid, each bidder agrees that in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by the City, and that it is, and will be impractical and extremely difficult to, ascertain the actual damage which the City will sustain in the event of and by reason of such delay.
18. In case the delivery of the items under this contract is delayed due to strikes, injunctions, government controls, or by reason of any cause or circumstance beyond the control of the Contractor, the time for delivery may be extended (in the City's sole discretion) by a number of days to be determined in each instance by mutual written agreement between the Contractor and the Purchasing Manager of the City of San Bernardino. The City shall not unreasonably refuse such extension.
19. Contract. Each bid shall be submitted and received with the understanding that acceptance by the City of San Bernardino of bid in response to this solicitation shall constitute a contract between the Contractor and the City. This shall bind the Contractor to furnish and deliver at the price bid and in complete accordance with all provisions of **RFP No. F-15-08**. In most cases the basis of award will be the City's standard purchase order that may or may not incorporate this solicitation by reference.
20. Prohibited interest. No member, officer, or employee of the City or of any agency of the City during his tenure or for one year thereafter shall have any interest, direct or indirect in this contract or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge no board member, officer or employee of the City has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I of the Government Code of the State of California.
21. One Document. These specifications, the notice inviting bids, **RFP F-15-08**, the Contractor's bid, any written agreement executed by the parties, the purchase order and all documents referred to in the complete specifications and purchase order, and all written modifications of said documents shall be construed together as one document. Anything called for in any one of said documents shall be deemed to be required equally as if called for in all. Anything necessary to complete the work properly shall be performed by the contractor, whether specifically set out in the contract or not. All sections of the specifications shall be read as constituting a whole and not as an aggregation of individual parts, and whatever is specified in one section shall be construed as applying to all sections.
22. The City of San Bernardino reserves the right to accept or reject any and all bids.
23. Prompt payment. Each bidder may stipulate in their bid a percentage prompt payment discount to be taken by the City in the event the City makes payment to the Contractor within ten (10) working days of receipt of material and approval of invoice. For the purpose of this provision, payment is deemed to be made on the date of mailing of the City check. **NOTE: prompt payment discounts will only be used during bid evaluation in the case of ties.**
24. Inquiries. Direct all inquiries to Ellen Clifford at 909-384-5330. Technical questions may be sent via fax to 909-384-5043. The answers to material questions will be provided to all potential bidders.

25. Bid/Price forms. No bid will be acceptable unless prices are submitted on the pricing forms furnished herein, and all required forms are completed and included with bid. Deliver all bids, SIGNED and SEALED, to the Purchasing Division, Finance Department at 300 North "D" Street, 4th Floor, City Hall, San Bernardino, California 92418. **CLEARLY MARK THE RFP SPECIFICATION TITLE: Public Relations and Communications Services and Number F-15-08 ON THE OUTSIDE OF THE ENVELOPE.**
26. Time. All bids must be received in the Purchasing Division no later than **3:00 PM, PST, October 2, 2014,** where at such time and said place bids will be publicly opened, examined and declared. Any bid may be withdrawn by bidder prior to the above scheduled time for the opening of bids. Any bid received after that time and date specified shall **NOT** be considered.
27. The City of San Bernardino reserves the right at its own discretion to award separate contracts for each category, or to award multiple contracts, or to award one contract for furnishing and delivering of all equipment and/or services in all categories.
28. Equipment. In the purchase of equipment, Contractor shall be required to furnish one (1) OPERATORS MANUAL and one (1) PARTS MANUAL for all equipment bid.
29. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
30. Contractor shall indemnify, defend and hold City, its officers, employees and agents harmless from any claim, demand, liability, suit, judgment or expense (including, without limitation, reasonable costs of defense) arising out of or related to Contractor's performance of this agreement, except that such duty to indemnify, defend and hold harmless shall not apply where injury to person or property is caused by City's willful misconduct or sole negligence. The costs, salary and expenses of the City Attorney and members of his office in enforcing this Agreement on behalf of the City shall be considered as "attorney's fees" for the purposes of this paragraph.
31. While not restricting or limiting the foregoing, during the term of this Agreement, Contractor shall maintain in effect policies of comprehensive public, general, and automobile liability insurance, in the amount of \$1,000,000 combined single limit, and statutory worker's compensation coverage, and shall file copies of said policies with the City's Risk Manager prior to undertaking any work under this Agreement. The policies shall name the City as an additional insured and shall provide for ten (10) day notification to the City if said policies are terminated or materially altered.
32. ~~FAITHFUL PERFORMANCE BOND/BID BOND. The Contractor will be required to furnish a cashier's check, certified check or faithful performance bond / bid bond made payable to the City of San Bernardino in an amount equal to **100%** / 10% of the bid price to insure the contractor's faithful performance of this contract. Said surety shall be subject to the approval of the City of San Bernardino, bonds shall be in accordance with Ordinance No. 821, Section 2400, and the corporation issuing said bond shall have a rating in Best's most recent insurance guide of "A" or better.~~
33. Written contract documents, duly authorized and signed by the appropriate authority, constitute the complete and entire agreement(s) that may result from the RFP.
34. City may, at its discretion, exercise option year renewals for up to **three (3) years**, in one-year increments.
35. By submitting a bid, bidder warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this RFP are currently held by bidder, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in bidder's response. Bids lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.

36. Once the award has been made and prior to the commencement of the job, the City's Municipal Code (M.C. 5.04.005) requires that a Business doing business with the City, obtain and maintain a valid City Business Registration Certificate during the term of the Agreement.
37. Vendor (Contractor)/ Consultant services agreement(s) (VSA/CSA). A signed vendor/Consultant service agreement may be required between both parties prior to commencement of the job.

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