

City of Anaheim



Request for Proposal

PUBLIC OUTREACH AND COMMUNICATION SUPPORT FOR REDISTRICTING ACTIVITIES

Proposal Due Date:

**Friday, April 2, 2021
2:00 PM, Pacific Daylight Time**

Submit proposal directly to Planetbids

(Electronic Submission only to Planetbids)

Bid Contact:

Theresa Bass, City Clerk
tbass@anaheim.net
714-765-5166

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Schedule, Overview, and Background

A. Schedule of Important Dates

This section provides a tentative schedule of the important project dates. Examine these dates carefully and plan accordingly.

	DATE	EVENT
1.	March 2, 2021	Request for Proposals (RFP) Issue Date
2.	March 12, 2021, 5:00 PM, PST	Final Day to Submit Questions
3.	March 19, 2021, 5:00 PM, PDT	Responses to Questions Released
4.	April 2, 2021, 2:00 PM, PDT	Proposal Due Date
5.	April 12, 2021 – April 16, 2021	Presentations/Interviews
6.	April 30, 2021	Selection of Consultant
7.	May 7, 2021	Award of Contract

B. Overview

The City of Anaheim is seeking proposals from qualified professional consultants to assist City staff in the development and implementation of a Strategic Public Outreach/Communication Work Plan (“Work Plan”). This Work Plan will become an integral part in the community education and vetting process for the preparation of a Redistricting Plan for the six (6) Council districts, in accordance with City of Anaheim Charter, Section 500.1.

The Work Plan is designed to generate a high level of community awareness and involvement in the redistricting process. The plan will address such issues as media relations, stakeholder outreach, multilingual outreach material development, public meetings/workshop participation of stakeholders, and tracking of results. The City is requesting the following proposal:

Public Outreach and Communication Support for Redistricting Activities

The contract is forecasted to commence in June 2021, for a period of approximately 12 months or until Scope of Work is completed.

C. Background

Founded in 1857, Anaheim is a full-service city supporting more than 357,000 residents, 24,000 businesses, and 25,000,000 annual visitors. Anaheim is a charter city with a council-manager form of government and consists of a Mayor and six Councilmembers.

Establishment of Districts:

On November 4, 2014, Anaheim voters approved Measure L (By-District Elections) and Measure M (Increase Council Size). After 159 years, Anaheim’s “At-Large” system for electing City Council Members changed to a “By-District” system with the mayor continuing to be elected At-Large. As such, the City Council appointed an Advisory Committee on Electoral Districts to obtain input from Anaheim residents on the shape of the six City Council voting districts and to recommend a path forward. The Committee was selected by random draw from a panel of retired judges with a preference given to judges who reside within the City of Anaheim. The judges had served on the Orange County Superior Court and were residents of Orange County. The Committee held 10 public meetings and submitted a Recommended Map/Plan for Council consideration. In February 2016, the City Council adopted the Map/Plan to serve as the city’s first district boundary map. [Ordinance No. 6360 implemented District Plan Recommended by the Advisory Committee on Electoral Districts]

Redistricting:

Pursuant to Section 500.1 of the Charter of the City Anaheim, following each decennial federal census, and at other such times that the Council by at least two-thirds vote determines that a sufficient change in population has occurred, the City Council, by Ordinance or Resolution, shall adjust the boundaries of any or all of the Districts so that the Districts shall be as nearly equal in population as may be consistent with law applicable to the creation and rearrangement of the boundaries of local districts.

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Information, Qualifications, Instructions to Proposers, and Proposal Content

D. General

The City of Anaheim (City) is seeking proposals from qualified professional consultants to assist City staff in the development and implementation of a Strategic Public Outreach/Communication Work Plan ("Work Plan"). This Work Plan will become an integral part in the community education and vetting process for the preparation of a Redistricting Plan for the six (6) Council districts, in accordance with City of Anaheim Charter, Section 500.1.

The Work Plan is designed to generate a high level of community awareness and involvement in the redistricting process. The plan will address such issues as media relations, stakeholder outreach, multilingual outreach material development, public meetings/workshop participation of stakeholders, and tracking of results.

E. Qualifications

The intent of this RFP is to evaluate the proposals and select a Consultant that will provide the technical expertise and professional competence in areas directly related to this RFP.

Meet or Exceed the following:

- A) Minimum of 5 years City-specific public sector experience (consideration will be given based upon the consultant's experience, years in business, technical expertise and professional competence in areas directly related to this RFP, including, the number of years' experience in performing public outreach and communication work for municipalities in California)

F. Proposal Procedures

1. **Proposal Format:** A Proposer must follow the instructions for preparing the proposal in the prescribed format. Section tabs must be utilized in the proposal following the same order of the RFP.
2. **General Terms and Conditions of the Proposal:** Except where otherwise indicated herein, the City's General Terms and Conditions govern the rules and definitions for this RFP.
3. **Right to Reject Proposals:** The City reserves the right to reject any and all proposals, and to waive any non-material irregularities or informalities in any proposal.
4. **Execution of Agreement:** If a Proposer is not able to execute an agreement within 10 days after being notified of selection, the City reserves the right to select the next most qualified Proposer or call for new proposals, whichever the City deems most appropriate.
5. **Incorporation of RFP/Proposal:** This RFP and the Proposer's response, including all promises, warranties, commitments, and representations made in the successful proposal will become binding contractual obligations and will be incorporated by reference in any agreement between the City and Proposer.
6. **Authorized Signatories:** Company personnel signing the cover letter of the proposal or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts with clients.
7. **Validity of Proposals:** Proposed services and related pricing and warranties contained in the proposal must be valid for a period of 90 days after the due date of the proposal.

G. Proposal Content and Format

The City will accept proposals in accordance with the instructions and specifications in this Request for Proposal.

- A) Provide one (1) original PDF document uploaded in PlanetBids on or before the date identified in this RFP.

- B) PREPARATION - Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP and should address how your firm would provide the services identified in the Scope of Work.
- C) PROPOSAL FORMAT - Proposals shall adhere to the following format for organization and content. Proposals must be divided into the individual sections listed as follows:
- 1) COVER LETTER - The cover letter shall include a statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter should include a brief summary of Proposer's qualifications and Proposer's willingness to enter into a contract under the terms and conditions prescribed by the City of Anaheim standard two party agreement for consultant services. Any and all exceptions to the RFP must be listed on an item by item basis and cross-referenced with the RFP document. If there are no exceptions, Proposer must expressly state that no exceptions are taken. The letter should be signed by an individual who can bind the Proposer contractually.
 - 2) TABLE OF CONTENTS - The table of contents shall identify the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

PROPOSAL CONTENT

(a) SECTION I - EXPERIENCE

This section shall contain a general overview of the Proposer's qualifications and shall include, but not be limited to, the following information:

- (1) Company name, address, telephone number, and authorized representative(s).
- (2) Identify the number of years of experience in providing public outreach and communication support services, similar in size and scope to that requested in the RFP.
- (3) Provide a summary of the firm's experience related to promoting public agency services and/or initiatives, the firm's key strengths and qualifications, and an overview of the capabilities your firm would offer in delivering the requested services and scope.
- (4) References: Provide five (5) client references for which your firm has provided similar services with populations of 100,000 or more. References shall include date and description of service, organization's name, contact person, title, address, and telephone number.

(b) SECTION II – PERSONNEL

Clearly indicate the specific individuals who will be assigned to the work, their primary role(s), years with your firm, and their respective expertise in such work, as well as any professional affiliations or credentials.

- (1) Please also identify staff from other locations and/or specialties within your firm that are available for consultation.
- (2) A statement of what guarantee you can provide for the project-term consistency of this team, and your approach to assigning new team members where required by termination or transfer.
- (3) Please identify which office will service this account, who heads that office, and the local office size.

- (c) SECTION III – QUALIFICATIONS
Provide a summary of the key strengths and qualifications of your firm and an overview of the capabilities your firm would offer in delivering the requested services and scope. Specific Project Experience: Description of familiarity with and years of service to municipal, public entity, and local government clients, particularly those of similar size and scope.
- (d) SECTION IV - COST SECTION
 - (1) Provide a cost proposal detailing all costs associated with providing the requested services.
 - (2) Any additional fees or costs for the services identified in this RFP that are not included in the flat fee presented.
- (e) SECTION V - SUPPLEMENTAL INFORMATION
Consultants may provide supplemental information in PDF format such as brochures, sample work, websites, or other supporting documentation that the Consultant believes will assist the City in making its selection. All supplemental information or documentation must be marked as an appendix.

H. Evaluation Criteria

In accordance with the Anaheim Municipal Code, awards shall be based on a best value evaluation. A Consultant's experience and proven capability, as well as costs, will be considered in the evaluation of proposals. The award to the successful Proposer will be based upon response to the requirements outlined in this RFP, and an estimate of the quality and effectiveness of each its services in the following areas (not listed in order of importance):

- A) Experience/ Past Performance/ References (Must have a minimum of 5 years City-specific public sector experience) – Consideration will be given based upon the Consultant's experience, years in business, past and current client references; technical expertise and professional competence in areas directly related to this RFP; number of years' experience in performing related services for municipalities in California. Proposer shall include five (5) external client references from clients who received similar services to those proposed for this solicitation.
- B) Personnel – Proposer shall submit resumes of all primary professional staff members who will be performing services under the contract. Proposer should demonstrate that all key personnel have been successfully involved with projects of similar scope and magnitude.
- C) Qualifications – This category will evaluate the Proposer's ability to take upon itself the responsibilities set forth in the Scope of Work and produce the required outcome in a timely manner. Consideration will be given for the overall quality of the proposal, including a demonstrated understanding of the purpose, scope, and objective of the services to be performed. It is the intention of the City of Anaheim to award a contract to the Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience and ability to enable the Proposer to prosecute the work successfully and properly, and to complete services in a timely manner. To determine the degree of responsibility to be credited to the Proposer, the City of Anaheim will weigh the evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty, and comparable rates of progress.
- D) Proposed Cost
- E) Interview – In the event the City decides that interviews are necessary, Proposers who are finalists will be notified as promptly as possible. Each interview will consist of a

presentation in a standard format, as decided upon by the City. Notice of confirmation of the interview date/time will be given by telephone or in writing.

I. Contract Term

1. The City will consider any agreement ranging from a one year term to a one year term with a one-year optional renewal. The response should include pricing for a term the Proposer believes best fits their capabilities.

J. Pricing

1. Prices on bid shall be firm prices not subject to escalation. In the event the specifications provide for escalation, the maximum limit shall be shown.

K. Award

1. After conclusion of the above Evaluations, a Notification of Award will be sent to the Proposer selected.
2. Award is contingent upon the successful negotiation of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, City may negotiate a contract with another Proposer or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of the City.

End of Information, Qualifications, and Instructions to Proposers

Scope of Services

A. General

The City of Anaheim (City) is seeking proposals from qualified professional consultants to assist City staff in the development and implementation of a Strategic Public Outreach/Communication Work Plan ("Work Plan"). This Work Plan will become an integral part in the community education and vetting process for the preparation of a Redistricting Plan for the six (6) Council districts, in accordance with City of Anaheim Charter, Section 500.1.

The Work Plan is designed to generate a high level of community awareness and involvement in the redistricting process. The plan will address such issues as media relations, stakeholder outreach, multilingual outreach material development, public meetings/workshop participation of stakeholders, and tracking of results.

B. Specific

In order to assist the City in the Redistricting Process, the Consultant selected will be required to have the capabilities to perform the following services including, but not limited to:

- A) Familiarity with applicable laws:
 - 1) Anaheim City Charter
 - 2) Anaheim Municipal Code
 - 3) Federal Voting Rights Act
 - 4) California Voting Rights Act
 - 5) All other applicable federal, state, and local laws
- B) Work closely with City staff:
 - 1) Implementing the Work Plan to promote broad-based public input by residents and Anaheim stakeholders in the development of various redistricting maps. Stakeholders may include, but are not limited to community, business, and/or non-profit organizations.
 - 2) Developing a variety of written materials which may include: fact sheet(s), advertising, web content, public meeting fliers, social media posts, press releases, newsletter articles, and other documents. The consultant also will coordinate translation of certain materials, as requested.
 - 3) Assist in implementing an open and transparent process that promotes public consideration of, and comment on, the drawing of Council District boundaries.
- C) Attend City Council (and Commission, if applicable) meetings, as appropriate; held at various times and locations including nights and weekends.
- D) Assist City staff (and Commission, if applicable) as may be required in all facets of implementing the Work Plan, including but not limited to any meetings and/or conference calls to discuss progress or answer any questions that may arise.

The above list is not meant to constitute an exhaustive list of duties. A Consultant selected may be called upon to provide other services not identified here, including services in connection with legislation changes due to COVID-19 and/or changes to the United States Census Bureau timeline.

End of Scope of Services

General Terms & Conditions for Proposals

ACCEPTANCE PERIOD Unless otherwise specified herein, proposals are firm for a period of ninety (90) days.

ADDENDA ACKNOWLEDGMENT Each proposal shall include specific acknowledgment of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive. In electronic proposals, such acknowledgement is done online; in paper proposals, there is a space on the signature page for such acknowledgement.

AFFIRMATIVE ACTION AND NON-DISCRIMINATION If the total price exceeds \$50,000, the successful bidder must certify prior to award that they have a written affirmative action program and that they comply with all federal, state, and municipal laws and regulations pertaining to affirmative action and non-discrimination. This certification may be made on the Special Provisions form provided.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS Except as noted hereunder, the successful Proposer may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the City.

AUTHORIZED SIGNATURES Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City of Anaheim, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer.

AWARD OF PROPOSAL An evaluation committee will be established by the City. The committee will evaluate all proposals received in accordance with the selection criteria. The criteria are not listed in any order of preference. Award will be made to the Proposer offering the most advantageous proposal after consideration of all selection criteria set forth herein.

The City reserves the right to contact and evaluate the Proposer's and (if applicable) subcontractor's references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City after all factors have been evaluated.

Oral interviews may, at the City's sole option, be conducted with responsible Proposers who submit proposals determined to be most likely to best meet the needs of the City. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Unless otherwise indicated, revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing Proposers.

A notification of intent to award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with another Proposer or withdraw the RFP.

ADDITION/DELETION OF SERVICES The City of Anaheim reserves the right to add and/or delete services to be provided for in the contract. Should a service requirement be deleted, payment to the Successful Proposer will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this contract, prices for such additions shall be in accordance with this Request for Proposal and Proposer's response thereto.

AWARD SELECTION PROCESS Selection of qualified Proposers will generally be based on the quality and completeness of submitted proposal; understanding of project objectives; project approach; product offering; experience and expertise; references; costs; and any other criteria identified in the specific RFP. Additional questions may be asked of Proposers and interviews may be conducted. Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated. Interviews will be held only with the most qualified Proposers. The recommended proposals and resulting Agreement may require approval by the City Council for award. The Proposer selected will enter into a written contract with the City.

BUSINESS LICENSES Any person, including but not limited to, an individual, corporation, or sole proprietor who wishes to conduct any business within the City of Anaheim, must secure a business license. City law states that no person shall engage in business or transact and carry on a business, trade, profession, calling or occupation without first having procured a license from the City to do so, or without complying with any and all applicable provisions of Title 3 of the City Ordinance relating to business license. A City of Anaheim business license is not required for submitting a proposal, but must be obtained when awarded a contract, prior to commencing services or selling merchandise to the City.

CANCELLATION OF SOLICITATION The City may cancel this solicitation at any time, without obligation.

COMPLIANCE WITH LAWS The Consultant shall adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, and City of Anaheim regulations. Consultant shall conform to the Immigration Reform and Control Act of 1986, as amended, including, but not limited to, the verification of the employment eligibility of Consultant's employees working in the City, and the Workers Compensation laws of the State of California.

CONTRACT DOCUMENTS, EXAMINATION OF It is the responsibility of the Proposer to thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, scope of work, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Proposer shall satisfy himself as to the nature, quantity, and quality of work to be performed and materials, labor, supervision, equipment and permits necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the City of Anaheim may rely that the Proposer has thoroughly examined and is familiar with the contract documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

DEFINITION OF TERMS For the purposes of this RFP, the following definitions will be used:

Consultant- Same as Proposer, may be used interchangeably with "Contractor" "Bidder," or "Vendor."

May - Indicates something that is not mandatory but permissible.

Must/Should - Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and may not be considered for award.

Proposer - The person or firm making the offer. May be used interchangeably with the word "Bidder."

Proposal - The offer presented by the Proposer.

RFP - Acronym for Request for Proposals.

Should - Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your proposal.

Submission Deadline - The date and time on or before which all proposals must be submitted.

Successful Proposer - The person, Consultant, or firm to whom the award is made.

DISQUALIFICATION OF PROPOSER If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

DOCUMENTS TO BE RETURNED WITH PROPOSAL Failure to completely execute and submit the required documents before the Submission Deadline may render a proposal non-responsive. The documents that must be returned by the Submission Deadline are indicated on the specific Request for Proposal Documents.

EXECUTION OF CONTRACT Time is of the essence for this contract. The Successful Proposer will be expected to execute the contract, including but not limited to signing all necessary documents and submitting all required bonds and evidences of insurance, within ten (10) days after notification of award. One copy of the contract will be returned to the Contractor after the City of Anaheim executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, the City of Anaheim may, at its option, consider that the Proposer has abandoned the contract. After the contract has been executed, including the insurance documents, certificates, and any applicable bonds, notice to proceed will be issued. Unless otherwise specified, Proposer agrees to commence work within ten (10) working days after the date of the notice to proceed and fully complete the project within the time specified in the contract.

FIRM PRICE PERIOD Unless specified otherwise herein, Proposers' offer shall remain valid and firm for a period of not less than ninety (90) calendar days from the Submission Deadline.

HOLD HARMLESS AND INDEMNIFICATION The successful bidder hereby agrees to indemnify, defend, and hold harmless the City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against the City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of the City.

INDEPENDENT CONTRACTOR Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City of Anaheim. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City of Anaheim.

INFORMED PROPOSER Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN For proposals submitted in hard copy (paper) format, all information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

INSURANCE REQUIREMENTS Within ten (10) consecutive calendar days of award of contract, Successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified in the specifications and naming the City of Anaheim, its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed may result breach of the contract. Unless different requirements are called out elsewhere in the RFP, the City's general insurance requirements are:

1. Comprehensive General Liability Insurance: (include products liability coverage, when applicable); \$2,000,000 per occurrence.
2. Auto Liability Insurance: \$2,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. City of Anaheim to be named as an Additional Insured on the above-captioned insurance coverages as respects the City's interests under this agreement. This is to be complied with by presenting an appropriate insurance certificate to the City prior to commencement of work under this agreement; and by presenting to the City an endorsement to the policy signed by an officer of the insurance company within ten (10) days of the inception date of this agreement.
5. All policies of insurance shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies are to be in a form and written through companies acceptable to the City, and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

INTERPRETATION OF CONTRACT DOCUMENTS; ADDENDA If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he may submit to the City of Anaheim a written request for an interpretation or correction. Requests for interpretations shall be made in writing and delivered to the City of Anaheim by email, or facsimile to the person identified herein at least ten (10) days before the Submission Deadline, unless a different date is stated in the specific RFP. The requesting party is responsible for prompt delivery of any requests. When the City of Anaheim considers interpretations necessary, interpretations will be in the form of a written addendum to the contract documents, which will be e-mailed to all parties recorded by the City of Anaheim as having received contract documents, or posted on the City's website at <http://www.anaheim.net/vendorportal> for all Proposers to reference. All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Proposer to ensure the City of Anaheim has their correct business name, address, phone number, and e-mail on file. Any prospective Proposer who obtained a set of contract documents from anyone other than the City of Anaheim is responsible for verifying the accuracy and completeness of the documents, and for registering as a Prospective Bidder with the City of Anaheim, in order to receive subsequent Addenda.

MINORITY OWNED BUSINESSES The City of Anaheim encourages minority-owned business firms to submit proposals. Opportunity to identify your firm is contained within the Special Provisions forms.

NOMENCLATURES The terms Successful Proposer, Successful Contractor, Contractor, Supplier and/or Vendor may be used interchangeably in these specifications and documents and shall refer exclusively to the firm with whom the City enters into a contract because of this solicitation.

NONDISCLOSURE Until such time that the City Council awards the contract, the Proposer agrees that its proposal shall not be made available to any individual or organization without the prior written approval of the City of Anaheim. The master copy of each proposal shall be retained for official files and will become public record after the award of a contract, unless the City of Anaheim determines, in its sole discretion, that the proposal or specific parts of the proposal are exempt from disclosure under California law.

NON-COLLUSION AFFIDAVIT Proposers are required to submit a Non-Collusion Affidavit with their Proposals. See enclosed Affidavit.

OFFERS OF MORE THAN ONE PRICE Unless otherwise specified within these RFP documents, Proposers are not allowed to submit more than one proposal.

OPENING OF PROPOSALS The City of Anaheim reserves the right to postpone the Submission Deadline and opening of proposals any time before the date and time announced in the Request for Proposals or subsequent addenda.

PRE-PROPOSAL CONFERENCE When applicable, a pre-proposal conference may be scheduled to allow Proposer's to view the jobsite and/or ask questions concerning the specifications or proposal content. If a pre-proposal conference is to be held, the date, time, and location will be indicated on the RFP documents, and the conference will be designated to be either optional or mandatory. Proposals will not be considered from suppliers who failed to attend a mandatory pre-proposal conference.

PRICE DISCREPANCIES In the event that there are unit price items in a proposal schedule and the "amount" indicated for the extended price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the extended price amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Proposer will be bound by said corrections.

PRICES All Proposals shall give the prices proposed, and all other information requested herein, and shall be signed by the Proposer's authorized representative. Proposal prices shall include everything necessary for the completion and fulfillment of the contract in accordance with the contract documents, except as may be provided otherwise in the contract documents. Any items shown on the plans or details or described in the specifications that are not specifically listed in the proposal item are to be considered included in the proposal item and no additional or special compensation will be allowed. In the event that there is more than one proposal item in the proposal schedule, the Proposer shall furnish a price for all proposal items in the schedule, and failure to do so may render the proposal as non-responsive and may cause its rejection. The total amount of the proposal will be the sum of the total prices of all items in the proposal schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail. If the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

PROPOSAL CONTENT Proposer must describe in detail how he will meet the requirements of this RFP, and may provide additional related information with his proposal. The proposal must be presented in a format that corresponds to, and references, the sections outlined in the Specification or Scope of Work, and must be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposals should be straightforward and concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

Proposals must include all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements (if applicable), and the Proposer's standard contract language.

PROPOSAL COSTS The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.

PROPOSAL DEADLINE Proposals may be submitted any time before the Submission Deadline. Proposals that do not arrive by the Submission Deadline will be late and will not be considered. Proposals delivered before the Submission Deadline but to the wrong City office will be considered non-responsive unless re-delivery is made to the office specified before the Submission Deadline. It is the responsibility of Proposers to allow sufficient time for their proposals to be received by the Purchasing Office before the Submission Deadline. The City will not be held responsible for paper proposals mishandled as a result of the envelope not being properly labeled and delivered, or for failure of a Proposer to allow adequate time to fully upload their electronic submission before the Submission Deadline.

PROPOSAL MODIFICATIONS Any Proposer who wishes to make modifications to a proposal already received by the City of Anaheim must withdraw his proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Withdrawal of Proposal). For proposals submitted in paper form, all modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submission Deadline.

PROPOSAL OPENING AND RESULTS A public opening will be held at the Submission Deadline. Only the names of the Proposers submitting proposals will be announced at the public opening. A list of the names of Proposers who submitted proposals may be obtained within a reasonable time after the public opening. After an award is made, proposals received will become public record and made available upon request to the City Clerk.

PROPOSAL SUBMISSION Proposals submitted in paper form should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Proposer, RFP number, and Submission Deadline. Proposer's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, fax, or telephone proposals or modifications will be considered.

PROPOSER IS SOLE POINT OF CONTACT The Successful Proposer will be the sole point of contact for any resulting contract. The City will look solely to the Successful Proposer for the performance of all contractual obligations that may result from an award based on this RFP, and the awarded Proposer shall not be relieved for the non-performance of any or all subcontractors.

PROPOSER'S BACKGROUND Proposer must provide a company profile. Information required is shown on the enclosed Request for Proposal. If so requested, Proposer must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

PROPOSER'S REFERENCES Proposers may be required to provide references from similar projects performed for any other clients. Information required is shown on the enclosed Request for Proposal.

QUALIFICATION OF PROPOSERS Each Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Proposer's experience shall be set forth and submitted in the Proposal. It is the intention of the City to award a contract to a Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience, ability, sufficient capital, facilities, and resources to enable the Proposer to perform the work successfully and properly, and to complete it within the time specified in the contract. To determine the qualifications of the Proposer, the City will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the Successful Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work covered and/or specified in the contract documents.

QUESTIONS AND COMMENTS Questions and comments regarding this solicitation must be submitted in writing, either by email, mail or facsimile to the person named in the RFP documents, ten (10) days before the Submission Deadline, unless a different date is stated in the specific RFP. The questioner's company name, street address, phone, email address, and contact person must be included with the questions or comments. Answers, if any, made by the City will be in writing to all known RFP holders.

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES The City reserves the right to reject any or all proposals, or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other client. The City expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due the City of Anaheim.

SIGNATURES An individual who is authorized to bind the Proposer must sign the proposal.

SPECIAL PROVISIONS ATTACHMENT The special provisions attachment contains requirements that are hereby incorporated into this request for proposal and will become binding contract documents. Please enclose the signed special provisions form and any affidavits, bonds or other required documents with your proposal.

SPECIFICATIONS, DEFINITION The term "specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including but not limited to; the Request For Proposals, Instructions To Proposers, Terms and Conditions, Detailed Specifications or Scope of Work, Proposal form(s), Special Provisions, Subcontractor's List, and Insurance Certificates.

SUBCONTRACTOR'S COMPETENCY In the event subcontractors are allowed, the Successful Proposer will be required to establish to the satisfaction of the City of Anaheim the competency, reliability and responsibility of the subcontractors proposed to furnish or perform 10 % or more of the work described in the contract documents. Before the award of the contract, the City of Anaheim will notify the Proposer in writing if, after due investigation, the City of Anaheim has reasonable objection to any proposed subcontractor. If the City of Anaheim has reasonable objection to any subcontractor the Proposer shall submit an acceptable substitute to the City. Persons and entities proposed by the Proposer to be used as subcontractors, and to whom the City of Anaheim has made no reasonable objection, must be used on the work for which they were proposed and shall not be changed except with the written consent of the City of Anaheim.

SUBMISSION METHOD The City issues and receives most solicitations electronically through the Bid Management Vendor Portal. However, in the event paper proposals are requested, such proposals must be submitted in sealed envelopes and should be properly identified with the Proposal number and the Submission Deadline. Telephone, facsimile, or late Proposals will not be accepted or considered.

TAXES Successful Proposer shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless the City of Anaheim from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Proposal prices shall include allowance for said taxes.

TERMS OF THE OFFER The City reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded Proposer's proposal, and all modifications and clarifications that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

WITHDRAWAL OF PROPOSAL Proposers' authorized representative may withdraw Proposals only before the Proposal Submission Deadline. After that time, Proposers may not withdraw their Proposals for a period of ninety (90) days from the date of opening, unless a different time limit is identified in the specifications of this solicitation. At no time may the successful Proposer withdraw his Proposal.

-- End of General Terms and Conditions --