

REQUEST FOR PROPOSAL
INNOVATION DISTRICT BRANDING INITIATIVE

23-091



Issued By:
City of Milpitas
Purchasing Division
455 E. Calaveras Blvd.
Milpitas, CA 95035-5411

[The City of Milpitas Purchasing Site](#)

RELEASE DATE: June 2, 2023
DEADLINE FOR QUESTIONS: June 21, 2023
RESPONSE DEADLINE: June 30, 2023, 2:00 pm

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:
<https://secure.procurenw.com/portal/milpitas-ca>

The City of Milpitas

REQUEST FOR PROPOSAL

Innovation District Branding Initiative

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I. NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received on the City of Milpitas eProcurement website ProcureNow.com, until Friday, June 30, 2023 for: Innovation District Branding Initiative.

The scope of services, content of the proposal, and the selection process are described in the Request for Proposals (“RFP”). Interested parties may obtain copies of the RFP from the Milpitas procurement portal (powered by ProcureNow).

SUBMITTING THE PROPOSAL: The City requires that proposals be submitted electronically. Electronic proposals are to be submitted through a secure mailbox at ProcureNow (<https://secure.procurenow.com/portal/milpitas-ca>) until the date and time indicated above. It is the sole responsibility of the Proposer to ensure that its proposal reaches ProcureNow before the closing date and time. There is no cost to the Proposer for submitting its proposal electronically via ProcureNow. Electronic proposals require the uploading of electronic attachments. All documents must be attached as separate Microsoft Word, Excel, or Adobe PDF documents only. The submission of attachments containing embedded documents is prohibited. It is the responsibility of the Proposer to familiarize itself with ProcureNow and the City does not assume any liability or responsibility for late proposals.

Registration. Proposer must register on ProcureNow. To receive registration instructions call the City at (408) 472-8085 or email a request for registration instructions to spietrobono@milpitas.gov

License and Bonding. Proposer shall be licensed and bonded in accordance with industry practices, laws, rules and regulations governing the performance of services required in this RFP.

For more information regarding the RFP, please contact:

Steve Pietrobono

Buyer

(408) 472-8085

spietrobono@milpitas.gov

II. INTRODUCTION

II.A Summary

The City of Milpitas seeks to retain an expert branding and marketing consultant to present the Innovation District to potential investors, developers, brokers, corporate real estate professionals, and businesses looking to land their next headquarters or Silicon Valley expansion. The purpose is to develop a business and investment attraction campaign



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for the Innovation District, using all forums of media outreach including social media and local print media. The selected consultant will develop a positive public image of the Innovation District by creating and maintaining information to increase awareness of its vision and goals, as well as future economic, physical, and networking assets.

II.B Background

The City of Milpitas envisions the Innovation District as an employment destination, with modern office, research-and-development buildings, and flexible space for people to interact through "creative collisions" and an innovative ecosystem. The Innovation District represents approximately 75 acres of land and is intentionally defined as one of five Districts within the larger Milpitas Metro Specific Plan area. The Innovation District is envisioned as a place that is vibrant with people and businesses thriving in a pedestrian friendly and amenity rich district near a multi-modal transit center and approximately 7,000 new residential units that have been built, under construction, or going through the permit and entitlements phase. There will be a new sense of place for the district, which will result in new employment opportunities for residents and strengthening the City's long-term fiscal sustainability. The Milpitas Innovation District is rooted in three values identified to guide future development: accessible and inclusive; collaborative and connected; and sustainable. The success of the Innovation District will result in multiple goals being met by strengthening the job base for Milpitas residents. These goals include: Strengthening the City's Long-Term Fiscal Sustainability Growing the Milpitas Economy Business Attraction & Business Retention Employment and Job Upskilling Opportunities for Residents A Sense of Place for the Innovation District Connectivity to the Milpitas Transit Center.

II.C Contact Information

For more information regarding the RFP, please contact:

Steve Pietrobono

Buyer

455 E. Calaveras Blvd.

Milpitas, CA 95035

Email: spietrobono@milpitas.gov

Phone: [\(408\) 472-8085](tel:(408)472-8085)

Department:

Economic Development

II.D Timeline

Schedule of Activities. The City reserves the right to amend the schedule below as necessary. All times referenced are in Pacific Time.

Release Project Date	June 2, 2023
Question Submission Deadline	June 21, 2023, 2:00pm



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Question Response Deadline	June 23, 2023, 2:00pm
Proposal Submission Deadline	June 30, 2023, 2:00pm
Contractor Selection Date	July 14, 2023

III. SCOPE OF WORK

III.A Innovation District Branding Initiative

Refer to Attachment C for the Milpitas Innovation District Final Report

Refer to Attachment D for the Milpitas Metro Specific Plan Final Draft

SUMMARY

The responsibilities of the Consultant will include, but not be limited to, providing strategic professional services, advice, and technical assistance. The successful firm or individual shall agree to contract with the City to provide the following deliverables:

A. Public Relations

- Explore and develop a brand strategy campaign to promote the Innovation District as a center of innovation and employment, to develop an implementation strategy and goals, develop key messaging, and initiate an authentic brand for print and online use.
- Develop a business attraction campaign that includes the following deliverables:
 - Community relations with emerging industries (i.e., bioscience, automotive technology, and artificial intelligence) focused on the target audience to include outreach and introductions to parties in these business sectors, incubators/accelerators, real estate and investment fields, and academic institutions (i.e., site selection experts, real estate brokerage and development communities, investors, universities, and community colleges etc.).
 - Creation of a welcome packet for prospective investors, developers, and businesses. Written content and photos used in the welcome packet will be developed by the Consultant.



- Development of a Milpitas Innovation District magazine, which will showcase the value and impact of Milpitas to the business, real estate development, and investment communities.
- Creation of an Innovation District PowerPoint presentation template for City staff to use when pitching investment opportunities to businesses, real estate development professionals, and investors.
- Development of logo, tagline, and associated graphic standards for the Milpitas Innovation District. A minimum of three distinct creative options must be presented, based on the research results.

A. **Social Media Strategies**

- Develop a new Milpitas Innovation District website that includes content creation along with photos and videos taken by the Consultant. City staff will provide the Consultant with login credentials to access the City's Economic Development website for development of the Milpitas Innovation District website.
- Creation of 12 branded content articles promoting Milpitas economic development for online and print advertising that serves as powerful vehicles for investment in Milpitas.
- The brand for the Milpitas Innovation District should have a unique look and feel that creates a strong image acknowledging the innovation and advancements being made in Milpitas. This new brand will help to attract businesses to this area to further solidify its reputation as a top-tier competitive market in Silicon Valley.
- The brand architecture should also consider uses on platforms for promoting the lifestyle available to businesses and employees within the Milpitas Metro Specific Plan area as an active place to work, live, learn, shop, dine and recreate.

Proposals must provide full pricing disclosure and include a breakdown of the Consultant's fees and disbursements to complete all deliverables listed above. Please include the following with the breakdown of costs:

- Cost per deliverable.
- Project timeline with milestones.
- Please provide options for the project team to contribute to reduce project costs and be prepared to consider which aspects of the Proposal might be optional.



IV. VENDOR QUESTIONNAIRE

In order to be fully compliant with the requirements of the RFP, please follow this format exactly citing each heading (Cover Letter, Company Profile, etc.). Proposer may include any information they feel is relevant to the proposal, but at a minimum include each and every numbered and lettered item below in the proposal.

Once submitted, the proposal including any supplementary documents become the property of the City.

IV.A Proposer Contact Information*

Please provide in the space below your full name, your title, the firm's name, direct phone number, email address and today's date.

*Response required

IV.B Time is of the Essence*

Time is of the essence for each and every provision of this Agreement/Contract. Vendor confirms that is has thoroughly reviewed every requirement of this solicitation and the accompanying sample Agreement/Contract and will furnish all necessary documents outlined in either this solicitation or the attached Agreement/Contract. By confirming this question, vendor understands that failure to provide any and all documents, including but not limited to, forms, subcontractor information, bonds, insurance, and quotes within ten (10) business days of the close of this solicitation may result in the disqualification of their bid/proposal.

Please confirm

*Response required

IV.C Acknowledgement of Questions and Responses*

Any proposal submitted that does not acknowledge questions may be considered non-responsive. By confirming this prompt, you agree that you have seen all questions related to the RFP.

Please confirm

*Response required

IV.D Acknowledgement of Addenda*

Any proposal submitted that does not acknowledge each and every addenda issued may be considered non-responsive. By confirming this prompt, you agree that you have seen and responded to all addenda to the RFP.

Please confirm



*Response required

IV.E W-9 Form*

Please upload your firm's current W-9 form.

*Response required

IV.F Prior Contract Failure*

Proposer **MUST** disclose 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.

If “None” proposer **MUST** state as follows:

“Proposer has no prior or ongoing contract failures, civil or criminal litigation or pending investigation.”

Failure to comply with this provision will disqualify any proposal.

*Response required

IV.G Cover Letter*

The cover letter shall address the following items and be formatted as detailed below covering each item A through G. **Failure to cover each item may be grounds for disqualification.**

- A. The cover letter shall identify the legal form of the firm, and if a corporation, shall identify in which state the firm was incorporated.
- B. The cover letter shall be signed by a principal of the firm or other person authorized to act on behalf of the firm.
- C. The proposal shall identify the location of the firm’s home office, and whether or not the firm has management staff in the San Jose/Oakland/San Francisco area.
- D. The number of employees.
- E. Name, address, and telephone number of the Proposer’s point of contact for a contract resulting from this RFP.
- F. Length of time Proposer has been providing services described in this RFP. Please provide a brief description.

*Response required

IV.H Company Profile*

The Proposer shall provide a general description of the firm, including a brief history and its experience in providing similar services as those requested in this RFP. The City will only



consider submittals from Proposers whose proposed team can demonstrate the following background and capabilities:

- A long term, well established entity in the State of California;
- Contractually commit that the team defined in the proposal will perform the Services under the Agreement should it be chosen.

*Response required

IV.I Execution Plan*

The plan represents the Proposer's offer of Services to the City. The proposed execution plan must include a detailed work plan describing how the Proposer will meet the project objective in the most cost-effective and timely manner. This section is to provide a detailed explanation of the Proposer's approach in performing the Services described in the RFP – SEE SCOPE OF WORK.

*Response required

IV.J Personnel Assigned*

Shall include all of the following:

- A **project manager** authorized to act on behalf of the firm must be designated and shall be the principal contact for the City.
- Identify any individuals expected to have backup responsibilities.**
- Provide a **brief resume/background of the specific individuals** assigned to this project; resumes should not exceed one paragraph per person.
- The proposal shall state that no changes in key personnel are to be made without written consent of the City.**

Failure to comply with each item A through D may be grounds for disqualification.

If, and when the City interviews prospective firms, such persons shall be in attendance and materially contribute to the discussion.

*Response required

IV.K Proposed Compensation*

This section shall consist of a detailed outline of Proposer's proposed compensation for Services outlined in the Scope of Work section.

All proposals shall include the compensation proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Proposer's authorized representative. Fee proposals shall include everything necessary for the completion of all Services or otherwise fulfillment of the Agreement including but not limited to furnishing all



labor, materials, equipment, tools, facilities and all management; overhead expenses and profit required to complete the Services in accordance with the Contract Documents, except as may be provided otherwise in the Contract Documents. Fee proposals must contain the information as outlined in the RFP.

*Response required

IV.L Certification of Proposer*

*Response required

IV.M Non-Collusion Declaration

IV.N Proposer's Statement Regarding Insurance Coverage*

*Response required

IV.O Worker's Compensation Insurance Certification*

*Response required

IV.P Nondiscriminatory Employment Certificate*

*Response required

IV.Q Wage Theft Certification*

*Response required

IV.R References*

This section shall consist of a list of three (3) references for work of a similar nature as that required by the City, performed within the last three years. Proposers are directed to use the attached References form to list references.

*Response required

IV.S Compliance with or deviation from RFP and Agreement*

Please upload the completed and signed Compliance with or deviation from RFP and Agreement form here.

*Response required



V. SUBMISSION INSTRUCTIONS

V.A SUBMITTAL METHOD

Proposals must be submitted electronically through the ProcureNow website.

V.B RULES FOR SUBMITTING PROPOSALS

- A. Submittal Deadline. Proposals must be uploaded to the ProcureNow website by the Submittal Deadline shown in this RFP and any subsequent addenda to this RFP.
- B. Responsibility. Proposer is solely responsible for ensuring its proposal is successfully uploaded onto the ProcureNow website in accordance with the RFP requirements before the Submittal Deadline. The City shall not be responsible for any delays in transmission errors or delays. Proposals must be uploaded in Microsoft Word, Excel or Adobe PDF format as specified in the RFP, using as few files as possible. Do not wait until the last minute to upload files as delays can occur. In the event that there is a problem uploading documents, contact ProcureNow.
- C. Extension of Submittal Deadline. The City reserves the right to extend the Submittal Deadline when it is in the best interest of the City.
- D. Forms. To be considered for the award, each proposal shall be made on forms furnished by the City in this RFP.
- E. Late Proposals. The Submittal Deadline is firm. Proposals will not be accepted after the Submittal Deadline.
- F. Signature. To be considered for the award, each proposal shall be signed by an authorized representative of the Proposer.

V.C ADDENDA

Addenda issued pursuant to this RFP, if any, will be posted on the City's ProcureNow website. However, it is the sole responsibility of the Proposer to check the website and/or contact the Purchasing Agent listed in the Notice of Request for Proposals directly to determine whether any addenda has been issued.

Any proposal submitted that does not acknowledge each and every addenda issued may be considered non-responsive. Addenda, if any, must be acknowledged by answering the question in the vendor questionnaire titled "Acknowledgement of Addenda".

V.D 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 Services. Upon request of the City, 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. If an individual makes the proposal, their signature, and post office address must be listed in the proposal. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be listed in the proposal. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

V.E PROPOSAL MODIFICATIONS

Any Proposer who wishes to make modifications to a proposal already received by the City must withdraw its proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this RFP (see Withdrawal of Proposal). 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 RFP. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

V.F INTERPRETATION OF CONTRACT DOCUMENTS

If any person is in doubt as to the true meaning of any part of the RFP or finds discrepancies or omissions in the RFP, they may submit a written request for an interpretation or correction through the ProcureNow website no later than the deadline for questions.

When the City considers interpretations necessary, interpretations will be in the form of an addendum to the RFP, and when issued, will be posted on the ProcureNow website. All such addenda shall become a part of the Agreement. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Proposer, including any Proposer who obtained a RFP from anyone other than the ProcureNow, to check the website for addenda prior to submitting any proposal.

To submit questions:

- A. Go to the Milpitas Procurement Portal (<https://secure.procurenow.com/portal/milpitas-ca>);
- B. click on the title of the solicitation and the solicitation page will open up;
- C. from the project page, select "Question & Answer", and then click on "Ask Question."
Responses to questions/requests for clarification will be posted to the project website, and will be sent via e-mail notification to all subscribed Proposers.



The deadline for submitting questions related to this RFP is: Wednesday, June 21, 2023

Questions answered on ProcureNow are considered to be a part of or clarification to the RFP and are considered to be addenda to be acknowledged by Proposers in its Proposal using the form provided. The City may also issue a separate addendum document in response to questions/requests for clarification. It is the responsibility of each Proposer to ensure that they have registered on ProcureNow and subscribed for notifications. To create a new account, go here: <https://secure.procurenw.com/signup>

Any proposal submitted that does not acknowledge each and every question issued may be considered non-responsive. Questions, if any, must be acknowledged on the RFP Form in the space provided.

Any Proposer obtaining the RFP from any source other than the City is responsible for contacting the City Purchasing Agent and subscribing on ProcureNow.

VI. EVALUATION AND AWARD PROCESS

VI.A AWARD OF CONTRACT

Award, if made, will be made to the Proposer offering the most advantageous proposal after consideration of all evaluation criteria ("Evaluation Criteria") set forth the section titled "Evaluation Criteria". An Evaluation Committee will be established by the City. Proposers not meeting the minimum requirements established in this RFP and not submitting all required documents may be deemed non-responsive to the RFP and thus may not be considered by the Evaluation Committee. The Evaluation Committee will evaluate all proposals received in accordance with the Evaluation Criteria. 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.

VI.B REFERENCES

The Evaluation Committee may also contact and evaluate the Proposer's and 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.

VI.C ADDITIONAL DISCUSSIONS

Discussions may, at the City's sole option, be conducted with a short-list of responsive and responsible Proposers. Discussions may be for the purpose of clarification to assure full



understanding of, and responsiveness to, the RFP requirements. Each Proposer shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. 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.

VI.D CONTRACT NEGOTIATIONS

A notification of intent to award may be sent to any Proposer selected. The 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 the next highest scoring Proposer or withdraw the RFP. The City reserves the right to contract for services in the manner that most benefits the City including awarding more than one contract if desired. Once negotiations are successful, the Proposer will be recommended to the City Council for contract approval and the City Council has the final authority to approve or reject the contract award.

VI.E BID PROTEST

Should any Proposer protest the award to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria, such protest must be made in writing to the Purchasing Agent. All protests must be filed and will be adjudicated in compliance with the City Municipal Code Section “I-2-3.19 –Bid Protest”.

VII. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Cover Letter and Compliance with RFP Requirements</p> <p>Has the firm successfully and completely answered the required information to provide an accurate and complete overview of its experience, capabilities, and organization? Overall, has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein. Have all required sections and information been provided clearly and completely?</p>	0-10 Points	5 <i>(5% of Total)</i>



2.	<p>Company Profile</p> <p>Does the firm offer the breadth and quality of services required for the types of planning services listed in the Scope of Work? Does the firm's organizational structure show sufficient depth and capacity for its current and additional workload proposed by this project?</p>	0-10 Points	10 <i>(10% of Total)</i>
3.	<p>Execution Plan</p> <p>Has the firm satisfactorily described its ability to achieve budget, task and timeline delivery goals for projects of a similar complexity and nature as described in the Scope of Work? What is the firm's management philosophy in accepting responsibility for project tasks or in sharing such responsibilities with City staff?</p>	0-10 Points	35 <i>(35% of Total)</i>
4.	<p>References</p> <p>Are the firm's references from past clients and associates overall favorable? What is the Consultant's record of deliverables submitted on time and within budget? Does the firm communicate with, collaborate with and take direction well from City staff?</p>	0-10 Points	5 <i>(5% of Total)</i>
5.	<p>Personnel Assigned</p> <p>What are the qualifications of principals and project team members and what would be the primary responsibilities of each? What experience do these members bring with them in performing similar services or in managing subconsultants in such services? Do assigned personnel have the requisite education, experience, and professional qualifications?</p>	0-10 Points	20 <i>(20% of Total)</i>
6.	<p>Proposed Compensation</p> <p>Fee proposals shall include everything necessary for the completion of all Services or otherwise fulfillment of the Agreement including but not limited to furnishing all labor, materials, equipment, tools, facilities and all management; overhead expenses and profit required to complete the Services in accordance with the Scope of Work. Fee proposals must contain the information to accurately and completely capture all Proposer's costs.</p>	0-10 Points	25 <i>(25% of Total)</i>



VIII. TERMS & CONDITIONS

VIII.A TERM OF THE AGREEMENT

The successful Proposer must perform its services in a prompt and timely manner in accordance with the requirements of the agreement between City and the successful Proposer.

VIII.B ANTI-DISCRIMINATION

It is the policy of the City that in connection with all Services performed under the Agreement; there will be no discrimination against any prospective or active employee engaged in the Services because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Proposer agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1735. In addition, the Proposer agrees to require like compliance by any subcontractor employed to complete any Services under the Agreement.

VIII.C BACKGROUND CHECKS

All employees of the successful Proposers assigned to perform the Services and duties identified in this RFP must have a background security check (LifeScan or other background check as required by the City) conducted and passed as well as be a minimum of twenty-one (21) years of age.

VIII.D Attachment Review

Please review attachments to ensure the proper Sample Contracts and forms are included

VIII.E BUSINESS LICENSE

If the Services under this RFP include performing services or installation on City property, the successful Proposer must have a current City Business License. Inquiries regarding Business Licenses may be directed to the Department of Financial Services at 408-586-3100. Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

VIII.F COMMUNICATION

Each Proposer must comply with the specified communication requirements. Any Proposer who communicates concerning this RFP with parties or via methods not provided for in this RFP, may be subject to disqualification. Such communication includes contact with City elected officials, non-designated staff, or any member of the Evaluation Committee regarding this RFP.



The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by written addendum.

VIII.G OFFERS OF MORE THAN ONE PRICE

Proposer is NOT allowed to submit more than one proposal.

VIII.H PROPOSAL PRICES AND NOTATIONS

Prices shall be stated in units and offers made separately on each item. In case of conflict between unit prices and extended prices, unit prices will govern. Where there is a conflict between words and figures, words will govern.

VIII.I PRICE DISCREPANCIES

In the event that there are unit price items in a proposal schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern, and the 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.

VIII.J CONFLICT OF INTEREST

Pursuant to Government Code section 1090 and any other laws, rules and regulations that may apply, the Proposer covenants that neither it, its subcontractors nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this RFP. Proposer certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFP is an officer or employee of the City. Through its submittal of a proposal, Proposer acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify the City if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

VIII.K EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with the RFP, all attached exhibits including the Agreement, responses to questions, and addenda, if any, (hereinafter collectively referred to as "Contract Documents"). Proposer shall satisfy themselves as to the character, quantity, and quality of the Services to be performed and materials, labor, supervision, equipment, and appurtenances necessary to perform the Services



as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve them from any obligations with respect to the RFP or Agreement. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Proposer to receive or examine any of the Contract Documents shall in no way relieve them from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of Contract Documents.

VIII.L DEFINITION OF TERMS

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

- A. Contractor/successful Contractor/successful Proposer. The terms “Contractor,” “successful Contractor” and “successful Proposer” refers to the party entering into a contract with the City as a result of this RFP.
- B. Evaluation Committee. An independent committee established by the City to review, evaluate, and score the proposals, and to recommend award to the Proposer that submitted the proposal determined by the committee to be in the best interest of the City.
- C. May. Indicates something that is not mandatory but permissible.
- D. Must/Should. Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement may be deemed non-responsive and not be considered for award.
- E. Proposer. The person or firm making a legally binding offer.
- F. Proposal. The offer submitted by the Proposer.
- G. RFP. Acronym for Request for Proposal; same as Solicitation and Contract Documents.
- H. Should. Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your proposal.
- I. Submittal Deadline. The date and time on or before all proposals must be submitted.

VIII.M 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. 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. 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. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. Proposers shall submit as part of their proposal documents the completed Non-Collusion Declaration provided herein.

VIII.N DOCUMENTS TO BE RETURNED WITH PROPOSAL

Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal nonresponsive. The documents that must be returned by the Submittal Deadline are listed in the Vendor Questionnaire section.

VIII.O EXECUTION OF AGREEMENT

The Contractor shall execute the Agreement in substantially the form provided in this RFP. A copy of the Agreement is attached hereto as Exhibit B and incorporated herein by this reference. The Agreement shall include, among other things, this RFP, any addenda, and the relevant scope and pricing terms under the Contractor's proposal. Contractor shall sign all necessary documents and submit all required bonds (if applicable) and evidences of insurance within ten (10) days after personal delivery of the Notice to Proceed or within fifteen (15) days after such Notice of Proceed has been deposited in the United States mail. One copy of the Agreement will be returned to the Contractor after the City executes the Agreement. In case of failure of the Contractor to execute and return the Agreement and all required documents within the time allowed, the City may, at its option, consider that the Proposer has abandoned the Agreement. After the Agreement has been executed, including the insurance documents, certificates, and bonds, if applicable, Contractor agrees to commence Services within ten (10) working days after the date of the Notice to Proceed.

VIII.P EXPERIENCE AND COMPETENCE

The successful Proposer shall be skilled and regularly engaged in the general class or type of work called for under the Agreement and shall also have no less than five (5) years of experience in the magnitude and character of the Services proposed. It is the intention of the City to award a contract to a Proposer who furnishes satisfactory evidence that he or she has the requisite experience, ability, sufficient capital, and facilities to enable them to prosecute the Services successfully and properly and to complete it within the time specified in the Agreement. To determine the degree of responsibility to be credited to the Proposer, the City will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty. In selecting the proposal most advantageous to the City, consideration will be given to the general competency of the Proposer for the performance of the Services specified in the RFP. To this end, each Proposal shall be supported by a statement of the Proposer's experience on the form entitled "References," which is a part of the RFP.



Contractor's personnel assigned to the contract awarded from this RFP shall each have a minimum of five (5) years of training and experience related to services of similar scope to this RFP. Contractor will ensure that a full-time employee is assigned to the job as project manager for the duration of the Agreement and that he or she speaks English and has three (3) years of supervision experience in work of similar scope to this RFP. These minimum qualifications shall be maintained throughout the Agreement duration.

VIII.Q FORCE MAJEURE

If execution of the Agreement shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, and acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

VIII.R FORMATION OF CONTRACT

Proposer's signed proposal and City's acceptance shall constitute a binding contract.

VIII.S INFORMED PROPOSER

Each Proposer is expected to fully inform themselves as to the conditions, requirements, and specifications of the RFP before submitting proposals. Failure to do so will be at Proposer's own risk, and they cannot secure relief on the plea of error.

VIII.T INSURANCE REQUIREMENTS

Within ten (10) calendar days of award of the contract, the successful Proposer must furnish to the City with a Certificate of Insurance and accompany endorsements proving coverage, as specified in the Agreement attached as Exhibit B. Failure to furnish the required certificates within the time allowed may result in forfeiture of the Agreement.

VIII.U LICENSE CONFIRMATION

Proposer represents that it is duly licensed and experienced in providing services similar to those being performed under this RFP and that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.



VIII.V NOMENCLATURES

The terms successful Proposer, successful Contractor, and Contractor may be used interchangeably in this RFP and shall refer exclusively to the Proposer with whom the City enters into a contract as a result of this RFP.

VIII.W NON-COLLUSION DECLARATION

Each Proposer is required to submit a signed copy of the Non-Collusion Declaration with its proposal.

VIII.X WAGE THEFT PREVENTION

Proposers are required to submit a certification disclosing whether the Proposer or any of its proposed subcontractors has been found by a final court order or administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws, including but not limited to the federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance, within the past five (5) years from the bid submission deadline. A copy of the Wage Theft Certification is attached hereto and must be completed and submitted as part of the proposal.

VIII.Y PREVAILING WAGES

Proposer shall take cognizance of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public work” and “maintenance” projects. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations. Copies of the State of California wage schedules are available for review at <https://www.dir.ca.gov/oprl/>. The Contractor and all subcontractor(s) under him or her, shall comply with all applicable Prevailing Wage Laws, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Agreement, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors. It shall be the Proposer’s sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this RFP and applicable law in its proposal.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No proposal will be accepted nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the



Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

VIII.Z PROPOSAL CONTENT

(See Vendor Questionnaire) Proposer must describe in detail how they will meet the requirements of this RFP, and may provide additional related information with its proposal. **The proposal shall be presented in a format that numerically corresponds to the numbered sections outlined in the Vendor Questionnaire. Responses to each section should be labeled to indicate which item is being addressed.** Proposals shall 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.

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

VIII.AA PROPOSAL RESULTS

Proposals are downloaded from the ProcureNow website. A proposal results tabulation with the names of Proposers will be posted on the Purchasing page of the City website after contract award, if any. The City reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time announced in the RFP or subsequent addenda.

VIII.BB PROPRIETARY INFORMATION

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by Authority and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either City and the successful proposer have completed negotiations and entered into an Agreement or City has rejected all proposals. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act. Furthermore, the City will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the



Proposer must plainly mark the information as “Trade Secret” and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City is not in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

VIII.CC RECYCLED PRODUCT PROCUREMENT

The City is committed to the conservation and protection of state and local resources, therefore:

- A. For all paper materials of any kind delivered to the City, by a contractor, supplier, or consultant, whether in the form of a product such as a cup or a deliverable such as a report, shall use recycled paper that bears an imprint identifying the recycled content of the paper as not less than the 30% post-consumer fiber as specified in Section 12209 of the Public Contract Code. A product such as a cup may have the identifying logo and/or language on the packaging, while a deliverable such as a report shall have the identifying logo on the first page. This shall apply to all paper materials delivered to the city whenever practicable.
- B. Contractors and consultants shall use both sides of paper sheets whenever practicable.

VIII.DD REJECTION OF PROPOSALS AND WAIVER OF INFORMALITIES

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to waive any immaterial informalities or irregularities and to reject any proposals, all proposals, or any part of any proposal presented and re-advertise for proposals. The City reserves the right to cancel the RFP and make no award. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. 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 to the City.

VIII.EE SITE EXAMINATION

If applicable or otherwise required by City, Proposer may visit the City and its physical facilities and determine the local conditions which may in any way affect the performance of the Services; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the Services; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of RFP; and correlate its observations, investigations, and determinations with the requirements of the RFP.



VIII.FF TAXES

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

VIII.GG TERMS OF THE OFFER

The City reserves the right to negotiate final contract terms with any Proposer selected. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in the evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

VIII.HH WITHDRAWAL OF PROPOSAL

Following the Submittal Deadline, Proposer may not withdraw its proposal for a period of ninety (90) calendar days from the date of opening and the proposal must remain open and firm. At no time may the successful Proposer(s) withdraw their proposal. Proposer's authorized representative may withdraw proposals through the ProcureNow website prior to the Submittal Deadline.

