

# County of Santa Clara

## Parks and Recreation Department

298 Garden Hill Drive  
Los Gatos, California 95032-7669  
(408) 355-2200 FAX 355-  
Reservations (408) 355-2201  
[www.parkhere.org](http://www.parkhere.org)



## Request for Proposal (RFP) for

### Marketing Consulting Services for various projects for Parks and Recreation Department

Number: **RFP-PRK-FY18-0193**

Issue Date: 3/28/2018, 2018



## TABLE OF CONTENTS

<b>PART &amp; TITLE</b>	<b>PAGE</b>
<b>I. INTRODUCTION</b> .....	3
A. Invitation .....	3
B. Background .....	4
<b>II. SCOPE OF WORK</b> .....	5
<b>III. POINT OF CONTACT</b> .....	6
<b>IV. SCHEDULE OF EVENTS</b> .....	6
<b>V. EXPLANATION OF EVENTS</b> .....	7-9
<b>VI. MINIMUM RESPONSIVE REQUIREMENTS TO QUALIFY TO PARTAKE IN THIS RFP PROCESS</b> ....	10
<b>VII. PROPOSAL PREPARATION AND SUBMITTAL</b> .....	11
Tab 1 – Letter of Transmittal .....	11
Tab 2 – Proposer’s Company Information .....	12
1. Proposer's Team .....	12
2. <i>Indemnity and Insurance Requirements</i> ..	12
Tab 3 – Sope of Work and Experiance .....	13
1. Scope of Work.....	13
2. <i>Proposer’s Experience with Parks</i> .....	13
3. <i>Past Performance &amp; Experiane with Media Outlet Affiliationwitnin the County</i> .....	13
4. <i>Public Outreach &amp; Meetign Facilitation</i> .....	13
5. <i>Hourly Rates</i> .....	13
Tab 4 – Other Forms (Appendices/Attachments) ..	14
<b>VIII. EVALUATION</b> .....	15-18
<b>IX. GENERAL</b> .....	19-23
 APPENDICES	
Appendix A. Intent to Respond .....	24
Appendix B. Non-Collusion Declaration .....	25
Appendix C. Declaration of Local Business .....	26
Appendix D. Declaration of Compliance with Wage Theft Prevention Policy .....	27
Appendix E. Client References .....	28
Appendix F. Proposer’s Acknowledgement .....	29
Appendix G. RFP Addenda Acknowledgement .....	30
Appendix H. Insurance Requirements (same as Exhibit E in Template Marketing PSA) .....	31-33
 ATTACHMENT(S)	
Attachment 1. Template Professional Services Agreement (PSA) .....	34



# I. INTRODUCTION

## A. Invitation

The County of Santa Clara, through its Parks and Recreation Department is soliciting proposals from qualified consultants for marketing consulting services including, public relations, media buys, creative design, and social media. Partnerships with media outlet affiliates (newspaper, radio and TV) located within the geographical boundaries of the County of Santa Clara will be a very important factor in selecting a successful consulting firm. Proposers shall be expected to provide no less than the minimum services and deliverables identified in the Scope of Work (“SOW”) as described in Section II below.

The County’s intention is to enter into a multi-fiscal year Professional Services Agreement (PSA), which will serve as a master agreement for the County to obtain professional marketing services on an as needed basis with a selected consulting firm up to a maximum compensation limit which will be determined by the County. The County invites consulting firms to submit a proposal with their qualifications for consideration. The responder must have significant knowledge, expertise and experience in the County of Santa Clara. The objective of this RFP is to identify consultants (hereinafter “Proposer” or “Consulting firm” or “Offeror”) with the required experience, knowledge and expertise for set services. See Scope of Work (SOW) for details in Section II below.

Each Proposer submitting a proposal must be qualified to participate in this RFP selection process; specifically, there are **Minimum Responsive Requirements** to qualify to participate in this RFP process (See Section VI of this RFP). A Proposer who does not meet the **Minimum Responsive Requirements** is disqualified from participating in this RFP selection process. Only qualified Proposers will be evaluated and considered (as solely determined by County).

Once qualified, a Proposer will be evaluated to determine if it/he/she has significant knowledge, expertise and experience in Santa Clara County to fulfill the project requirements and such evaluation will be based on the submissions of the qualified Proposer (and may be based on an interview as well). The objective of this RFP is to identify and select from qualified “Proposers” with the required experience, knowledge and expertise to fulfill County needs as set out in this RFP.

It is the County’s intent to hire one or two consulting firms, but the County is not required to do so. If an award is made, the resulting PSA shall be for a Term of five years or less, which Term shall solely be determined by the County. The County may, at its election, terminate the PSA sooner than the expiration of the Term of the PSA.

The PSA template is attached to this RFP as Attachment 1. Read the terms and conditions carefully. The PSA will not be modified by the Proposer. You will be required to confirm that you can satisfy and meet all terms and conditions in the attached PSA in order to qualify to submit a proposal. The confirmation form is attached as Appendix F. Qualified Proposers must have the capability, willingness, ability and intent to carry out the terms and conditions of the PSA and the SOW for the entirety of the Term and will need to demonstrate, based on their proposal (and possibly an interview), that they have the background and experience to do so.



Proposers intending to respond to this solicitation are required to fill out and submit an INTENT TO RESPOND form (Appendix A) via email to the County's Procurement Lead as indicated below on or before the Due date (Schedule IV).

Additional RFP details are provided below.

## B. Background

### County of Santa Clara

Santa Clara County is the fifth most populous County in California, with a population of nearly 1.8 million people. The County contains fifteen cities, encompassing approximately 1,300 square miles, which have large concentrations of electronics, research and manufacturing firms. Santa Clara County is the fifth-largest County government in the State and has an estimated workforce of 15,000.

The County organizational structure includes a decentralized mix of approximately 50 semi-autonomous County Agencies and Departments. The County provides services such as public safety and justice, road construction and maintenance, parks and recreation, libraries, and environmental resource management.

The County is governed by a five-member elected Board of Supervisors. The County Executive administers the day-to-day affairs of the County and is appointed by the Board of Supervisors.

### Santa Clara County Parks & Recreation Department

The County of Santa Clara Parks and Recreation Department ("County" or "Department" or "Parks") mission is to *provide, protect, and preserve regional parklands for the enjoyment, education and inspiration of this and future generations*. Since the dedication of the first County Park 60 years ago, the County of Santa Clara's Parks and Recreation system has grown to encompass over 50,000 acres of parkland in separate 29 parks. Today the County's park system offers more than 290 miles of paved and unpaved recreational trails, fishing, boating, camping, and picnicking facilities, off-leash dog areas, and an array of land and water based recreational venues. Many of the parks also contain unique cultural and historic components. Most of the County's regional parks offer visitors and residents access to open space in a rural setting, while still close to the urban core of the Santa Clara Valley. The Department currently employs 292 full-time staff. More details about the Department can be found on:

[www.parkhere.org](http://www.parkhere.org).



## II. SCOPE OF WORK (SOW)

Since 1972 the Department has benefitted from a stable funding source, the Park Charter Fund, which was re-approved by the voters in 2016.

Recognizing the increasing need to provide recreational and open space opportunities the Department actively invests in essential capital improvements and continues to educate the public about events and recreational opportunities within the parks system. The Department's goal is to meet the needs of a diverse customer base while managing the parks system in a fiscally sustainable manner.

That requires creative approaches to hold and hosts special events designed to increase visitor attendance and provide unique ways for the residents to enjoy the county parks system.

To that end the Department has introduced several County sponsored events such as: Spring and Harvest festival(s), Parks for Life Challenge, #pixinparks, Parks Rx Day, Plein Air, and Fantasy of Lights. The Department will actively seek help from the Marketing consultant to secure cash/trade sponsorships, provide public relations, promote and provide active website/social media engagement, and solicit free promotions. The objective is to:

- a) Reduce costs associated with production and promotion of such Department's sponsored special events;
- b) Increase attendance in County parks at off peak times; and
- c) Inform and educate the public about the health benefits of recreating in the parks.

In Tab 3 to the proposal (as described in Sections VII and VIII below) Proposer is required to elaborate on the following):

1. **Return on Investment (ROI)** – explain a strategy and methodology on how to reach and obtain corporate sponsors for various County sponsored events? What are the critical elements of a sponsorship campaign? What are the County's unique "selling" points and position? Determine the most appropriate communication and marketing strategies that will provide the highest return on investment; implement those marketing strategies that guarantee at ROI of at least three to one; Give an example of a sponsorship campaign that is relevant to the parks and recreation field.
2. **Increased Public Awareness** – describe strategy and tools, especially social media, to be used to influence public awareness. What tools in your opinion work the best? Develop measurable evaluation tools to provide the County a sense that the public relations effort is working and "Public Awareness of County Parks" is heightened. Give an example of a social media promotion using various platforms and the evaluation tools necessary to capture its measurements.
3. **Advertising** – describe strategy and tools you would use to leverage potential media outlet affiliates within County of Santa Clara in a marketing campaign for the Department. How would you determine the campaign was successful and what would the indicators be that the campaign did not work? Describe what evaluation tools the County should put in place to measure the success of each campaign.
4. **Social Media Campaign** – describe a successful social media campaign. What would your approach be for the parks social media campaign?
5. **Parks' Visitation at Off-peak-times or Seasons** – describe a methodology and approach that could work to increase park visitation at off-peak-times or seasons.



### III. POINT OF CONTACT

The County has designated a Parks Procurement Lead ("Procurement Lead) who is responsible for conducting and administration of this RFP. The name, address, email of the Procurement Lead is listed here:

Metka Valh, Management Analyst  
County of Santa Clara, Parks and Recreation Department  
298 Garden Hill Drive  
Los Gatos, CA 95032-7669  
E-mail: [metka.valh@prk.sccgov.org](mailto:metka.valh@prk.sccgov.org)

Any inquiries or requests regarding this procurement should be submitted to the Procurement Lead in writing. Proposers may contact ONLY the Procurement Lead regarding this procurement. Other County employees do not have the authority to respond on behalf of the County.

### IV. SCHEDULE OF EVENTS

County will make every effort to adhere to the following anticipated schedule; however, this schedule may change at County's sole determination:

	Event	Date
1.	Issue of RFP	3/28/2018
2.	Proposer Deadline to Submit Written Questions	4/9/2018 @3pm, PST
3.	County Response to Written Questions/RFP Addendum posted (if any)	4/11/2018
4.	Proposer Deadline to Submit Intent to Respond	4/12/2018
5.	<b>Proposer Submission of Proposals</b>	<b>4/16/2018 @ 3pm, PST</b>
7.	Screening to Determine Qualified Proposers	4/16-4/25/2018
8.	Short List created of qualified Proposers	
8.	Proposal Evaluation	
9.	<b>Presentations/Interviews (if applicable)</b>	<b>5/10/2018</b>
10.	Selection of Finalist & Final Negotiations	Anticipate 6-8 weeks for contract negotiation and processing.
11.	Notice of Intent to Award	
12.	PSA Approval/Denial by the Board of Supervisors (BOS)	BOS board date
13.	Commencement of (PSA) Contract	Upon Execution of the Agreement by both parties



## V. EXPLANATION OF EVENTS

### 1. **ISSUANCE OF RFP**

This RFP is being issued by the County of Santa Clara ("County") through the Parks and Recreation Department. Copies of this RFP including supporting documents may be obtained from [www.bidsync.com](http://www.bidsync.com) or [www.parkhere.org](http://www.parkhere.org).

### 2. **PROPOSER DEADLINE TO SUBMIT WRITTEN QUESTIONS**

Potential Proposers may submit written questions to this RFP until the deadline as indicated in Section IV (Schedule of Events). Written questions may be submitted through [www.bidsync.com](http://www.bidsync.com) or via email to the Procurement Lead for this RFP. Answers to questions received by the deadline may be listed on an addendum to the RFP and posted on [www.bidsync.com](http://www.bidsync.com) or (at County's election) provided via email by the Procurement Lead. The County, however, reserves the right to post additional addenda until the RFP closing date and time.

The Procurement Lead will not respond to questions submitted in any other manner or format.

### 3. **COUNTY RESPONSE TO WRITTEN QUESTIONS/RFP ADDENDUM, IF ANY**

Written responses to written questions regarding the substance of the RFP will be listed on an addendum to the RFP and posted on the bid management site: [www.bidsync.com](http://www.bidsync.com) or [www.parkhere.org](http://www.parkhere.org).

Any material changes to the RFP will also be issued as an addendum and posted on [www.bidsync.com](http://www.bidsync.com) or [www.parkhere.org](http://www.parkhere.org). The County reserves the right to post additional addenda until the RFP closing date and time.

### 4. **PROPOSER DEADLINE TO SUBMIT INTENT TO RESPOND**

All Proposers intending to participate in the solicitation process **must** submit via email, "Intent to Respond" (Appendix A), to the Procurement Lead at the due date as specified in Section IV (Schedule of Events).

### 5. **PROPOSER DEADLINE FOR SUBMISSION OF PROPOSALS**

Proposals **must** be addressed to and received at the place listed below by the deadline set out in Section IV. All received proposals will be time stamped. The requirements for submission are set in Sections VII & VIII below. Proposers must submit five paper copies: one (1) ORIGINAL paper copy (with all signatures) in a binder (with tabs), four (4) complete paper copies of the ORIGINAL (with tabs), and one (1) complete electronic copy of the ORIGINAL proposal saved on a memory stick, in a sealed package bearing the caption "**Marketing Services for Various Projects in County Parks**" the package shall be addressed to:

County of Santa Clara, Parks and Recreation Department  
298 Garden Hill Drive  
Los Gatos, California 95032-7669  
**Attention: Metka Valh**

Proposals may be submitted in **person** or by **U.S. mail (postage pre-paid)** or by **Courier**, but **must be received at the address above no later than the deadline date and time** indicated in the Section IV (Schedule of Events) of this RFP. Emails and facsimiles are not acceptable. Late proposals will not be considered and are automatically disqualified without any considerations. Proposals will not be returned even if disqualified and automatically become the property of the County of Santa Clara. All communications with the Proposer will be directed to the point of contact identified in the Proposers Intent to Respond Form previously submitted. Provide the **e-mail of the person** we can contact for





interview/presentation. All proposals will be deemed confidential (until such time as County determines otherwise) and will be retained by the County of Santa Clara. Additionally, the County reserves the right to terminate this RFP without initiating an updated or new RFP, reject all proposals, or to request additional information concerning any proposal for purposes of clarification.

The County will NOT release any maps, planning documents, or previous studies for the preparation of this proposal. Please do NOT contact County staff for copies of these documents and do NOT contact any other County staff with any inquiry regarding the RFP proposal preparation. The rules of the County's RFP process do not allow anyone other than the Procurement Lead to correspond with Proposers. Proposers may check the Parks Department's website [www.parkhere.org](http://www.parkhere.org) for general information about the Parks system.

## **6. COUNTY SCREENING TO DETERMINE QUALIFIED PROPOSERS**

The County will screen all submitted proposals to determine if each has met the **Minimum Responsive Requirements** set out herein and in Section VI below. For any proposal who do not meet these requirements, such Proposers will be immediately disqualified and will not be considered for evaluation under this RFP. Only qualified Proposers will be evaluated and considered based on the selection criteria set out in Sections VII and VIII in this RFP. A Proposer's failure to qualify under this RFP is not a GROUND for protest and is not a protestable event.

## **7. SELECTION OF SHORT LIST**

Proposers who are determined to be qualified Proposers will be added to the Short List for consideration. Proposers on the Short List must further demonstrate (based on their submitted Proposal and follow up interviews and presentations (where required) to have the capacity, ability and capability to meet the County's requirements, including future roadmaps, and also have satisfactory responses from references (as solely determined by County in its absolute discretion).

## **8. PROPOSAL EVALUATION - SELECTION OF QUALIFIED PROPOSER(S) FROM THE SHORTLIST ONLY**

An Evaluation Committee will review and evaluate the proposals. Qualified Short List Proposers, who in all respects meet the requirements of this RFP, demonstrate the capacity, ability and capability to meet the County's requirements, will be evaluated and from the list of qualified Short List Proposers, based on the Evaluation Criteria set out in Sections VII and VIII, a qualified Proposer or Proposers may be selected to advance to the next round of evaluation. At the County's option, those Proposers on the Short List will be invited to participate in additional interviews, and/or presentations if needed.

The County, at its sole and exclusive option, may at any time elect to terminate, withdraw or revise this RFP process, may elect to re-issue the RFP or may elect to issue a new or not issue a new RFP, in which case, no Proposers will have been selected and no Proposers will have a right to object or protest any such decision of the County. A termination, withdrawal or re-issuance of an RFP is not a GROUND for protest nor is it a protestable event.

## **9. PRESENTATION/INTERVIEW**

At County's option, Proposers on the Short List may be required to perform a presentation/interview of their proposed solution. Presentation/interview will be held on-site at a County location. The date, time, location, and presentation guidelines will be provided to the Proposers on the shortlist.

## **10. SELECTION OF FINALIST, FINAL NEGOTIATIONS**

One or more Proposers may be selected to enter into final negotiations with the intent of potentially awarding a contract. The County, at its sole and exclusive option, may at any time elect to cease all





negotiations, may elect to terminate, withdraw or revise this RFP process, may elect to re-issue the RFP or may elect to issue a new or not issue a new RFP, in which case, no Proposers will have been selected and no Proposers will have a right to object or protest any such decision of the County. A termination, withdrawal or re-issuance of an RFP is not a GROUND for protest nor is it a protestable event.

#### **11. NOTICE OF INTENT TO AWARD**

Pursuant to the completion of the final negotiations, price and the completion of Scope of Work the Procurement Officer will issue a Notice of Intent to Award the PSA ("Contract") and email the Notice of Intent to all qualified Short List Proposers. Only qualified Short List Proposers may protest a Notice of Intent to award.

An issuance of a Notice of Intent to Award is not a binding contract and is not evidence of any agreement on the part of the County to enter into a contract. All contracts must be approved by the County of Santa Clara Board of Supervisors in order to be a binding enforceable contract.

The County, at its sole and exclusive option, may at any time elect to terminate, withdraw or revise this RFP process, may elect to re-issue the RFP or may elect to issue a new or not issue a new RFP, in which case, no Proposers will have been selected and no Proposers will have a right to object or protest any such decision of the County, regardless of whether or not a Notice of Intent to Award has been issued. A termination, withdrawal or re-issuance of an RFP is not a protestable event.

#### **12. SUBMISSION OF PSA FOR APPROVAL OR DENIAL BY THE COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors will execute the agreement. Upon the completion of negotiations and finalization of the SOW, the selected Proposer shall have their authorized representative execute two copies of the PSA, and all attachments thereto (where required). Both signed originals shall be returned to the Procurement Lead by no later than the time and date requested by the Procurement Lead. After County has obtained these two signed original PSAs, the County will arrange to bring the PSA to the Board of Supervisors for the Board's review and consideration. The Board may elect to approve or reject the PSA. If approved, the PSA will be signed by the Board President. If not approved, the PSA will not be executed by the County and there will be no binding enforceable contract between the County and the Proposer.

For purposes of executing the PSA, the authorized representative of the County is the President of the Santa Clara County Board of Supervisors after approval by the Board of Supervisors in an open meeting.

#### **13. COMMENCEMENT OF AGREEMENT**

Commencement of agreement is upon execution by both parties. Until approval and execution by the Board of Supervisors, the PSA is non-binding and of no effect, regardless of whether or not the Proposer has executed the PSA in advance of Board approval.



## VI. MINIMUM RESPONSIVE REQUIREMENTS TO QUALIFY TO PARTICIPATE IN THIS RFP PROCESS

The following are the **Minimum Responsive Requirements** for a Proposer to qualify to participate in this RFP process. A failure to meet these minimal requirements will automatically disqualify a Proposer from participating in this RFP Process. Disqualification is not a GROUND for protest and is not a protestable event. Only qualified Proposers will be evaluated and considered for selection.

1. **Submit an Intent to Respond** – Signed, fully filled out and submitted (Appendix A) by the submission deadline.
2. **Follow all Requirements of Section VII of this RFP.**
3. **Meet all deadlines set out in this RFP** (Section IV, Schedule of Events).
4. **Complete the full Proposal Package and Submit** the complete Proposal (sign and submit everything required to be signed and submitted) by the Submission Deadline, including but not limited to the following appendices:
  - Appendix A (Tab 4): Intent to Respond
  - Appendix B (Tab 4): Non-Collusion Declaration
  - Appendix C (Tab 4): Declaration of Local Business
  - Appendix D (Tab 4): Declaration of Compliance with Wage Theft Prevention Policy
  - Appendix E (Tab 4): Client References (only a short summary of what you have provided in Tab 3 under 2a & 2b)
  - Appendix F (Tab 4): Signed Acknowledgment that Proposer is ready, willing and able to meet all terms and conditions of the County's attached PSA
  - Appendix G (Tab 4): RFP Addenda Acknowledgement
  - Appendix H (Tab 2): Provide a copy of Insurance Certificate or a letter from the insurance agent as a proof of Proposer's ability to carry requisite insurance



## VII. PROPOSAL PREPARATION, RESPONSES, FORMAT, ORGANIZATION, SUBMITTAL

### **NUMBER OF RESPONSES AND FORMAT**

Proposers must submit a total of five (5) hardcopies and one (1) electronic copy of the proposal. Hardcopies are to be submitted on a double-sided letter size format (8½" by 11") in size 12-font (larger paper is permissible for charts, spreadsheets, etc.). Any smaller font size or single sided proposals will not be considered, nor will any oversized submissions be accepted. Parks personnel will not merge, collate, or assemble proposal materials. Proposers wishing to respond to the RFP must supply to the County the following information in the **order listed below** (organized in tabs as Tab 1 through Tab 4) by the RFP deadline for submission. Within each Tab section of the proposal, Proposer must address the requirements in order in which they appear in this RFP. Some Tabs list the Appendices/Attachments that need to be followed, used, completed and/or signed and added in a specific Tab section.

### **ORIGINAL AND COPIES**

1. Proposers must provide five (5) hardcopies of proposal: one (1) ORIGINAL and four (4) identical paper COPIES of the original proposal to the location specified on or before the closing date and time for receipt of proposals.
2. The original binder/submittal must be stamped "ORIGINAL" and contain **original signature** of the necessary forms. The remaining sets should be copies of the original.
3. Proposers shall provide one (1) electronic copy of the ORIGINAL proposal on USB Flash Drive format readable by Microsoft Office 2007 (Word, Excel) software or pdf version. The USB Flash Drive shall be taped or otherwise attached to the inside of the ORIGINAL proposal binder.

### Tab 1 – Letter of Transmittal

*Company Information* (should include):

1. **Legal name of the Proposer** – identify the company name, primary business address, (headquarter location if different from primary business address), phone number, type of the organization (e.g., corporation, partnership, sole proprietorship, limited liability company), year firm was established (started operating), and date of Proposal submittal.
2. **Contract Negotiation and Authorization** – identify the name, title, telephone number(s), and e-mail address of the person authorized to negotiate and to sign the contract on behalf of and bind the organization.
3. **Signature** – all forms and attachments required to be signed in the ORIGINAL proposal must be signed by the person authorized to contractually obligate and bind the organization.
4. **Contact Information** – identify the name, title, telephone number(s), and email address of a person or a Project Manager to be contacted for clarification.
5. **Financial Stability** – provide a statement of Proposer's financial stability. Statement regarding the Proposer's ability to sustain cash flow, maintain service levels and deliverables even with a payment schedule where payment cycle is 60 days behind performance of service.
6. **Security protocols** – describe the information security protocols and best practices followed to ensure protection of confidential information.
7. **Acknowledge** – Each Proposer must acknowledge receipt of any and all addenda to this RFP.



## Tab 2 – Proposer’s Company Information

### 1. Proposer’s Team

- a. **Description of the Proposer** – provide a short description of the primary services provided by the firm, background, client base, areas of specialization and relevant experience working with similar projects with adequate in-house staffing and/or experienced Sub-consultants and any other information that will assist the Evaluation Committee in formulating an opinion about the stability and strength of the organization. (maximum three pages)
- b. **Organization Chart** – provide an organization chart indicating roles of all individuals (including Sub-consultants if any) involved in this project.
- c. **Consultant Firm and Team** – specify the proposed Project Principal, Project Manager, members of consultant team. Include brief resumes for each individual identifying their qualifications, relevant experience and background (one page maximum for each individual).
- d. **Project Manager (PM) and Staff Experience** – indicate the primary contact from your firm who is to act as a PM and a day-to-day contact for the project. Include PM’s email address and phone number. In addition, provide a brief description of relevant experience of key staff who will be assigned to County’s contract. (maximum one page per each individual).
- e. **Sub-consultants** – identify all Sub-consultants that will be used in the performance of the contract. Include company name, business address, headquarters location, and all offices relevant to the proposed solution and services. Explain what services the Sub-consultant will provide. Provide Sub-consultants resumes (maximum one page per each individual). If no Sub-consultant will be used, state *“No Sub-consultant will be utilized in the performance of the contract.”*
- f. **Disclosure** – provide a complete disclosure if Proposer, its subsidiaries, parent, other corporate affiliates, or subcontractors have defaulted in its performance on a contract during the past five years which has led the other party to terminate the contract. If so, identify the parties involved and the circumstances of the default or termination. If there are no such incidents, then indicate this to be the case and sign/date the statement.
- g. **Lawsuits** – provide a list of any lawsuits filed against the Proposer, its subsidiaries, parent, other corporate affiliates, or subcontractors in the past five years and the outcome of those lawsuits. Identify the parties involved and circumstances. Also, describe any civil or criminal litigation or investigation pending.

### 2. Indemnity and Insurance Requirements

Proposer shall provide with the proposal current Certificate of Insurance including the Additional Insured Endorsement (AIE) or a letter from an insurance agent documenting the Proposer’s ability to carry requisite insurance (see Appendix H – Insurance Requirements).



## Tab 3 – Scope of Work and Experience

As outlined in Section II the Department will actively seek help from the Marketing consultant to secure cash/trade sponsorships, provide public relations, promote and provide active website/social media engagement, and solicit free promotions.

### 1. *Scope of Work*

This section is for Proposer to discuss its experience needed for the work as outlined in Section II. Proposer must provide a narrative response that the consulting firm is thoroughly familiar with the scope of work, understands the methodology, strategy, and tools to perform required services for ROI, sponsorships, PR, social media, public awareness/education, and advertisement for parks' visitation at off-peak times or seasons. Please follow Section II and elaborate on the: 1. Return on Investment (ROI); 2. Increase Public Awareness; 3. Advertising; 4. Social Media; and 5. Parks' Visitation at Off-peak-times or Seasons.

### 2. *Proposer's Experience with Parks*

Provide relevant information about past performance, experience working with parks public agencies. In addition, please provide the following:

- a. **References:** list at least three relevant references from public agencies whom we may contact. The minimum information provided for each client reference is:
  - Name of the company, government entity or public agency;
  - Name and title of the contact person(s), phone number(s), email address;
  - Address of the company;
  - Title of project(s) for which Proposer shall provide a brief description below in "b".
- b. **List of Completed Projects for Public Agencies:** list no more than three (3) similar projects completed by the Proposer for a public agency as a prime contracting firm. Include the contract amount for each project, brief description of the consulting projects for which services were provided, how are these projects similar to proposed projects for the County, and what were the outcomes (maximum one page per project).

(Note: in this section provide a comprehensive explanation of 2a & 2b above. List of references also needs to be provided in Tab 4, *Appendix E Client References*. However, provide in Appendix E only a brief summary of this section. Appendix E will give the Evaluation Committee a quick glance of your references).

### 3. *Past Performance & Experience with Media Outlet Affiliates within the County*

Describe your experience working with media outlet affiliates within the Santa Clara county (negotiated free advertising with media outlet affiliate for any of Santa Clara county public agency, and the estimated value of such free advertisement.

### 4. *Public Outreach & Meeting Facilitation*

Describe relevant experience team members (principal, project manager, and support team of sub-consultants) have in public outreach and meeting facilitation skills with similar projects for a public agency.



## 5. *Hourly Rates*

Indicate hourly rates of the Project Principal, Project Manager and other staff including sub-consultants who will be working with the County on marketing related projects.

## Tab 4 – Other Forms

Proposer shall complete and include in this tab the following **signed** forms provided in Appendices A-H:

- Appendix A: Intent to Respond include in the proposal & email to Procurement Lead by: 4/12/2018.
- Appendix B: Non-collusion Declaration
- Appendix C: Declaration of Local Business, if applicable (**main** Proposer only **not** the subs)
- Appendix D: Declaration of Compliance with Wage Theft Prevention Policy
- Appendix E: Client References (provide in this Appendix only a short summary of what you have provided in Tab 3 under 2a & 2b)
- Appendix F: Signed Acknowledgment that Proposer is ready, willing and able to meet all terms and conditions of the County's attached PSA
- Appendix G: RFP Addenda Acknowledgement



## VIII. EVALUATION

(For Qualified Proposers who are on the Short List)

### A. CRITERIA

The evaluation criteria listed below will be used in the evaluation of written proposals submitted by qualified Proposers on the Short List. The proposal should provide clear, concise information in sufficient detail to allow an evaluation based on the criteria below.

A selection panel of County staff will be appointed by the Director of the Parks and Recreation Department (“Director”), to consider and recommend the successful qualified Proposer. The panel members will have experience with public engagement and may have a background from various fields such as: public relations and marketing, social media, public information engagement, public policy, planning and/or volunteer management.

The results of any potential interview will be relied upon by the County to determine the selection of the final qualified Proposer.

1. **Proposal evaluation:** The selection panel will review and evaluate submitted proposals from qualified Proposers of the Short List (rank them from the highest to the lowest) and then determine and notify which qualified Short List Proposers are recommended to be interviewed, if any. The qualified Short List Proposers will be evaluated based on the following criteria (total score 140 points):
  - a. **Proposer’s Team: Competence of Project Manager, Principal and Sub-consultants** – principal, project manager, staff, and support team of sub-consultants demonstrate relevant experience working with similar projects with adequate in-house staffing and/or experienced Sub-consultants. (25 points) [Tab 2]
  - b. **Indemnity and Insurance Requirements** – provide certificate of insurance as per Appendix H. (Yes/No) [Tab 2]
  - c. **Scope of Work (section II of the RFP)** – Proposer has provided a comprehensive Scope of Work that outlines the services, deliverables, coordination and deliberative process, and said Scope of Work shows that the Proposer (i) is thoroughly familiar with the services and deliverables requested, and (ii) understands the methodology, strategy, and tools to perform required services for revenue generation, sponsorships, public relations, public awareness/education, and advertisement for park-related public projects. (30 points) [Tab 3]
  - d. **Proposer’s Experience with Parks** – Proposer has demonstrated experience on variety of marketing projects working with parks and recreation public agencies, or publicly accessible open space land agencies. (25 points) [Tab 3]
  - e. **Past Performance & Experience with Media Outlet Affiliates within County** – Proposer has experience working with and having contacts with media outlet affiliates within the Santa Clara county. Proposer has successfully described how Proposer has negotiated free advertising with media outlet affiliates for public agencies located within Santa Clara county, and has provided the estimated value of such free advertisement. (25 points) [Tab 3]
  - f. **Public Outreach and Meeting Facilitation** – principal, project manager, and support team of sub-consultants demonstrate relevant experience, and expertise in public outreach and meeting facilitation skills with similar projects. (20 points) [Tab 3]
  - g. **Hourly Rates** – provide a schedule of hourly rates of staff including Sub-consultants’ staff that





will be working with the County Parks and Recreation Department and said pricing is reasonable and appropriate for the services. (Yes/No) [Tab 3]

- h. **No-Collusion Declaration** – consulting firm has signed Appendix B of this RFP. (Yes/No) [Tab 4]
- i. **Declaration of Local Business** – Proposer (main Proposer only, not the Sub-consultants) is located in the Santa Clara county as per outlined Board policy and has signed Appendix C of this RFP. (5 points) [Tab 4]
- j. **Declaration of Wage Theft Prevention** – consulting firm has signed Appendix D of this RFP. (Yes/No) [Tab 4]
- k. **Proposer's Acknowledgement** – consulting firm has no modifications to Sample PSA and has signed Appendix F and is ready, willing, and able to meet all terms and conditions of the attached "Professional Services Agreement (PSA)" (Attachment 1) at the time of submission of proposal and at the award of contract. (10 points) [Tab 4]

**2. Interview evaluation:** no more than three qualified Proposers on a Short List who obtain the highest scores may be invited to an interview. **The County reserves the right to interview fewer than three qualified Proposers or to waive the interview process altogether and to award the contract to the Proposer with the highest ranked proposal.** If the interviews are held the interview evaluation will determine the final qualified Proposer(s) to be selected for the contract consideration.

A maximum of fifty (50) minutes will be allowed for each oral interview for those selected for the interview process. Following the interviews, the interviewees will be advised of the highest-ranking Consulting firm. No other information will be released.

At County's discretion, the Director of the Parks and Recreation Department, or designated appointee, will conduct negotiations over the scope of work, price and payment terms with the highest ranked qualified Proposer (interviewed or not). If an agreement cannot be reached on price/payment terms and scope of work (as solely determined by the County's negotiator), then the County may negotiate with the second most qualified Short List Proposer or elect to proceed no further and end (cancel or terminate) the RFP process. In the event an agreement cannot be reached with the second most qualified Short List Proposer, then the County may negotiate with the third most qualified Short List Proposer. In the event an agreement cannot be reached with the third most qualified Short List Proposer, then the County may elect to proceed no further and end (cancel or terminate) the RFP process. Once passed over, a qualified Proposer will not be reconsidered for the same project under this RFP.

The County reserves the right to reject any, some or all proposals received, to request additional information concerning any proposal for purposes of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all qualified proposals, and to waive any irregularities if such would serve the best interests of County as determined solely by County. The County is under no obligation to present a contract to the Board of Supervisors for consideration or award of contract to anyone regardless of score, ranking, qualification or any other consideration.

**B. LOCAL BUSINESS PREFERENCE POLICY**

In accordance with applicable sections of County of Santa Clara Board of Supervisors (BOS) Policy, Section 5.6.5.2, in the formal solicitation of goods or services, the County of Santa Clara shall give responsive and responsible Local Businesses the preference described below.

"Local Business" means a lawful business with a physical address and meaningful "production capability" located within the boundary of the County of Santa Clara. The term "production capability"



means sales, marketing, manufacturing, servicing, provision of services, or research and development capability that substantially and directly enhances the firm's or bidder's ability to perform the proposed contract. Post Office box numbers, residential addresses, a local sales office without any support and/or a local subcontractor hired by the contractor may not be used as the sole basis for establishing status as a "Local Business."

In the procurement of goods or services using an Invitation to Bid or another solicitation method in which price is the determining factor for award of the contract, five percent (5%) shall be subtracted from a bid submitted by a responsive and responsible Local Business in determining the lowest responsive responsible bidder. If application of the 5% results in a Local Business bid being lower than the non-local business bid, the contract award shall be made to the Local Business at the Local Business' original bid price. If after applying the 5% discount, two or more competing vendors have bid the same price, local businesses shall be given preference.

In the procurement of goods or services in which best value is the determining basis for award of the contract - for example, a Request for Proposals - five percent (5%) of the total points awardable will be added to the Local Business score.

When a contract for goods or services, as defined in this policy, is presented to the Board for approval, the accompanying transmittal document shall include a statement as to whether the proposed vendor is a Local Business, and whether the application of the local preference policy was a decisive factor in the award of the proposed contract. The local preference policy may only be applied based on the entity submitting a bid or proposal and not a subcontractor or business partner.

This Local Business preference shall not apply to the following:

- a. Public works contracts;
- b. Where such a preference is precluded by local, state or federal law or regulation;
- c. Contracts funded in whole or in part by a donation or gift to the County where the special conditions attached to the donation or gift prohibits or conflicts with this preference policy. The donation or gift must be approved or accepted by the Board in accordance with County policy; or
- d. Contracts exempt from solicitation requirements under an emergency condition in accordance with Board policy, state law and/or the County of Santa Clara Ordinance Code."

**In order to be considered for Local Preference, Offeror must complete and submit Declaration of Local Business with its RFP response (Appendix C). Only the main Offeror and NOT its sub-consultants can qualify for the local business.**

### **C. WAGE THEFT PREVENTION POLICY**

*The County of Santa Clara does not tolerate wage theft. Accordingly, Santa Clara County Board of Supervisors' Policy Manual, Section 5.5.5.4, includes the following:*

#### **Wage Theft Prevention**

It is the policy of the County that all parties contracting with the County must comply with all applicable federal, state, and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any Minimum Wage Ordinance enacted by the County or any city within the County of Santa Clara. A potential contractor that has submitted a formal or informal bid to provide goods and/or services to the County may be disqualified if the potential contractor has been found, by a court or by final administrative action of an investigatory government agency, to have violated applicable wage and hour laws in the five years prior to the submission of a bid to provide goods and/or services. A current contractor found by a court or by final administrative action of an investigatory government agency to have violated applicable wage and hour laws, in the five years prior



to or during the term of the contract with the County, may be in material breach of its contract with the County if the violation is not fully disclosed and/or satisfied per County guidelines and contract requirements. Such breach may serve as a basis for contract termination and/or any other remedies available under law, including a stipulated remediation plan. **Proposer must complete and submit Declaration of Compliance with Wage Theft Prevention Policy (Appendix D) with its RFP response.**



## IX. GENERAL

1. **Incurring Costs** – this RFP does not commit the County to award, nor does it commit the County to pay any costs incurred in the submission of the proposals or the participation in the RFP process (including but not limited to travel expenses), or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Furthermore, no reimbursable cost may be incurred by a Proposer in anticipation of a contract award. **All costs associated with proposal preparation, travel, interview preparation and attendance are the sole responsibility of each submitting Proposer. Submitted proposals shall remain the property of the County of Santa Clara and will not be returned.**
2. **Claims against the County of Santa Clara** – Each Proposer acknowledges, accepts and understands that neither its/his/her organization nor any of its/his/her representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a definitive agreement signed by authorized representatives of the County and the Proposer’s organization as approved by the County Board of Supervisors.
3. **Basis for Proposal** – only information supplied by the County in writing as a part of this RFP process should be used as the basis for the preparation of a proposal.
4. **Form of Proposal** – no oral, telephone, facsimile, or electronic proposals will be accepted.
5. **Amended Proposal** – Proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposal must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the cover letter transmitting the new proposal (the “Letter of Transmittal”). County personnel will not merge, collate, or assemble proposal materials. Once received, the new amended proposal will replace the previously-submitted proposal in its entirety. All amended proposals must be submitted and received by the deadline for the original proposal and meet all requirements of this RFP.
6. **Withdrawal of Proposal** – Proposers may withdraw their proposals at any time prior to the deadline for submission of proposals (Section IV, Schedule of Events). The Proposer must submit a written withdrawal request signed by the Proposer’s duly authorized representative addressed to the Director of the Parks and Recreation Department and submitted to the Procurement Lead.
7. **Late proposals** – in order for a proposal to be considered, the proposal must be physically received by the County in person or via courier or US mail at the place specified in this RFP for receipt of proposals no later than the RFP deadline and time. The Parks and Recreation Department time and date stamp will be the basis for determining receipt and timeliness of proposals.
8. **No Public Proposal Opening** – there will be **NO** public opening for this RFP.
9. **California Public Records Act (CPRA)** – all documents, information and records provided to or made available to County in response to this RFP become the sole and exclusive property of the County. The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If trade secret or proprietary information is contained in documents or other information submitted by Proposer to County, and Proposer expressly claims that such information falls within one or more CPRA exemptions, Proposer must clearly mark such information “CONFIDENTIAL AND PROPRIETARY” and identify the specific lines containing the confidential information on each document. In the event of a request for such information, the County will make reasonable efforts to provide notice to Proposer prior to such disclosure. If



Proposer contends that any documents are exempt from the CPRA and wishes to prevent disclosure, Proposer is required at its own cost, liability and expense to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County at least two (2) days before the County deadline to respond to the CPRA request. If Proposer fails to obtain such a remedy before the County responds to the CPRA request, County will disclose the requested information and shall not be liable or responsible for such disclosure. Proposer agrees that it shall defend, indemnify and hold County harmless for, from and against any and all Claims that may or do result from denial by County of a CPRA request for any information arising from any representation, or any action (or inaction), by Proposer or Proposer's contractors, consultants, employees, agents or representatives.

10. **Confidentiality** – all data and information obtained from the County of Santa Clara by the Proposer or provided to the Proposer and its agents in this RFP process, including reports, recommendations, specifications and data, shall be treated by the Proposer, and its agents, representatives, sub-consultants, assigns and employees, as confidential. The Proposer and its agents, assigns, employees, sub-consultants and representatives shall not disclose/communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from the County. In addition to the requirements of the CPRA, County may be under other legal obligations for release or disclosure of the information contained in any proposal submitted and makes no warranty or representation that such proposals and accompanying documents will not be released where required or allowed to be released by applicable law.
11. **Electronic Mail Address** – most of the communication regarding this procurement will be conducted by electronic mail (email). Potential Proposers agree to provide the Procurement Lead with a valid email address to receive this correspondence. The County is not responsible or liable for email communications that do not make it to the intended destination (receiver). If in doubt about the sending or receipt of any email communication, the Proposer is required to contact the Procurement Lead to confirm whether an email has been sent or received.
12. **Use of Electronic Versions of the RFP** – this RFP may be made available by electronic means, at the sole discretion of County. If Proposer receives the RFP by such means, then the Proposer acknowledges and accepts full responsibility for insuring that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Proposer's possession and the version maintained by the Parks and Recreation Department, the version maintained by the Parks and Recreation Department will govern.
13. **Assignment of Clayton Act, Cartwright Act Claims** – in submitting a response to a solicitation issued by the County, the responding person and/or entity offers and agrees that if the response is accepted, it will assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the responding person and/or entity for sale to the County pursuant to the solicitation document.
14. **County Rights** – the County reserves the right to do any of the following at any time:
  - a. Reject any or all proposal(s), without indicating any reason for such rejection;
  - b. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;
  - c. Request that Proposers supplement or modify all or certain aspects of their proposals or



other documents or materials submitted;

- d. Terminate the RFP at any time (even after Notice of Intent to award has been issued), and at its option, issue a new RFP;
- e. Procure services specified in this RFP by any other means;
- f. Modify the selection process, the services, or the contents or format of the proposals, the PSA or the RFP terms;
- g. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- h. Modify in the final agreement any terms and/or conditions described in this RFP;
- i. Terminate failed negotiations without liability, and negotiate with other Proposers;
- j. Negotiate with any or none of the Proposers;
- k. Disqualify any Proposer on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to the County;
- l. Eliminate, reject or disqualify a proposal of any Proposer who is not a responsible Proposer or fails to submit a responsive proposal as determined solely by the County;
- m. Accept all or a portion of a proposal.
- n. The County may, at its sole election and without liability or obligation, terminate this RFP at any time for the convenience of the County.

15. **No Contract** – this RFP and the selection process shall in no way be deemed to create a binding contract or agreement of any kind between the County of Santa Clara and any Proposer submitting a proposal, nor shall any information herein be construed as a representation or warranty on behalf of the County or as a statement on which the Proposer may justifiably rely in executing any lease or agreement with the County. All legal rights and obligations between any successful Proposer and the County will come into existence if and only if a lease or other agreement is approved by the Santa Clara County Board of Supervisors and the same is fully executed by all the parties. The legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in such lease or agreement.

16. **Prohibition of Gifts** – County of Santa Clara officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms or corporations either engaged in business with the County of Santa Clara or proposing to do business with the County of Santa Clara. The offering of any gift may be grounds for disqualification. To avoid even the appearance of impropriety, respondents submitting a proposal shall not offer any gifts or souvenirs, even of minimal value, to County of Santa Clara officers, employees or advisors.

17. **Nondiscrimination** – the County supports the principles of equal opportunity, will not discriminate, and will not allow or permit discrimination on the basis of gender, race, color, national origin, religion, sexual orientation, age, gender identity, or disability in this solicitation process. The County encourages the participation of small, women-owned, minority-owned, and locally-based businesses.

18. **Non-Conforming Submissions** – a submission may be construed (at County's sole and absolute discretion) as a non-conforming proposal, ineligible for consideration or incomplete if it does not comply with all of the requirement of this RFP. Such submissions shall be treated as unqualified proposals.

19. **Protest Process** – The Procurement Lead will send an email to all qualified Proposers on the Short List informing them of the issuance of the Notice of Intent to Award and the name of the qualified Proposer(s) on the Short List that was/were selected and/or deemed a finalist(s). A qualified Proposer on the Short List whose proposal was not selected or not deemed to be a finalist may file a





written protest within five (5) business days of issuance of the email from the Procurement Lead.

**A. Filing a Protest**

- a. The protest of an award must be in writing.
- b. The following must be written on the cover of the protest: "Protest Relating to RFP-PRK-FY18-0193."
- c. The written protest and all supporting documentation must be emailed, hand-delivered or otherwise sent to the Procurement Lead within 5 business days received no later than 3:00 p.m. (Pacific Standard Time on the fifth business day) after the Procurement Lead's email was sent notifying qualified Proposers on the Short List of the County's selection/finalist.
- d. Any protest received after this time or sent to any person other than the Procurement Lead will be rejected and dismissed by the County at the County's sole discretion
- e. A business day shall be defined as Monday through Friday 8:00 a.m. (Pacific Standard Time) to 5:00 p.m. (Pacific Standard Time) except for County holidays.

**B. Contents of Protest**

The written protest must contain the following information:

*(1) Contact Information:* a. the name of the qualified Proposer ("Protestor"); b. name of the designated authorized representative of the Protestor; c. street address of the Protestor and the mailing address of the Protestor's designated authorized representative; d. electronic mail address of the Protestor's designated representative; and e. telephone and facsimile number of the Protestor's designated representative;

*(2) Signature of the Protester's authorized representative*

*(3) Clear statement of the grounds for the protest* as set forth below and the evidence and/or credible allegations supporting each ground;

*(4) Copies of any relevant documents;* and

*(5) Form of relief requested.* Unless otherwise requested, responses or decisions related to the protest will be provided to the Protester via email. The written protest must clearly state the grounds for the protest. Protest should be concise and logically arranged. Protest may not be more than two pages in length. After submitting the written protest, a Protester may not present any additional grounds for protest unless requested by the County. All protest documents are considered a public record.

**C. Grounds for Protest**

Protests may only be based on one or more of the following grounds, and must be supported by evidence and/or credible allegations that the award recommendation is based on arbitrary and/or capricious actions, as follows:

- a. The protester believes there was an error made by County officials or evaluation team members. Note: a difference of opinion regarding the scoring of points to be awarded to a proposal in any or all categories DOES NOT constitute an error for protest purposes.
- b. The Protester believes there was misconduct or impropriety by County officials or evaluation team members.
- c. The Protester believes there was abuse of discretion by County officials or evaluation team members.

**D. Protest Resolution Process**

*a. Informal Review by Department*

The The Procurement Lead shall submit the protest to the Director of the issuing Department ("Director"). The Director will review a timely and complete protest and attempt to informally





resolve it. The Director or designee may use all available resources and information, including soliciting information from, and revealing information to, other entities or sources in the Director's attempt to informally resolve the protest.

If this attempt at informal resolution is unsuccessful, this shall be communicated to the Protester. Within two (2) business days from the date of issuance of the Director's communication, the Protestor may request that the Director forward the protest to an independent review officer ("**IRO**").

Upon receiving the Protestor's request, the Director shall forward the protest to the IRO, notify the Protester, and provide the IRO's contact information to the Protestor.

*b. Formal Review by IRO*

The IRO shall conduct an independent review of the protest to determine whether the grounds for the protest have merit. The IRO may use all available resources and information, including soliciting information from, and revealing information to, other entities in its attempt to resolve the protest. The IRO may also contact the Protester or Director (or designee), or conduct a hearing as needed or if required by law.

**E. IRO Decision**

The IRO will issue a written decision to the Protester and the Director within twenty (20) business days of receiving a protest. However, the time for decision may be extended by the IRO. The decision of the IRO may be appealed by either the Protestor or the Director. All appeals shall be made to the County Executive Officer within two (2) business days of the issuance of the IRO decision. The County Executive's decision regarding the protest shall be binding upon the Protestor, the Director and the County of Santa Clara unless otherwise provided by state law.

**F. Remedies**

The remedies available pursuant to these procedures may include, but are not limited to, the reevaluation of proposals by the same or a new evaluation committee or the cancellation of a solicitation. However, no remedy may require the County to execute a contract with any entity, which authority is solely reserved for the Board of Supervisors or a Board-designated official with appropriate delegated authority.

- 20. All costs associated with proposal preparation, travel, interview preparation and attendance are a sole responsibility of each submitting Proposer. Submitted proposals shall remain the property of the County of Santa Clara and will not be returned.**



## Appendix A. Intent to Respond

(include a copy in Tab 4 of the proposal after you have emailed this Appendix to Procurement Lead)

*Vendors intending to respond to the solicitation must submit this "Intent to Respond", to the Procurement Lead by 4/12/2018 by email at: [metka.valh@prk.sccgov.org](mailto:metka.valh@prk.sccgov.org).*

The contact information provided below will be used to transmit information and updates from the County as may be required or needed during the proposal process. You acknowledge, accept and understand that all transmittals from County to you (including any and all Addenda) will be provided electronically at the email address you provide below or on the County's online bidsync service (AT COUNTY'S ELECTION). County will have no obligation to provide materials to you by any other means.

We/I, \_\_\_\_\_, intend to submit a response to the County of Santa Clara Request for Proposal RFP-PRK-FY18-0193 For Marketing Consulting Services for Various Projects for the Santa Clara County Parks Department. We determine that we have sufficient information as obtained from the solicitation documents to enable us to submit a proposal to the County.

\_\_\_\_\_  
Signature of Authorized Representative of Proposer

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Name and Title of Authorized Representative of Proposer

\_\_\_\_\_  
Company Name (Proposer)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone AND Fax Numbers

\_\_\_\_\_  
Email Address



## Appendix B. Non-Collusion Declaration

(include this signed form in Tab 4)

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Print Name) (Position/Title)  
of \_\_\_\_\_,  
(Name of Company)

the Proposer making the proposal, affirmatively state the following to be true and correct: the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Proposer has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

The undersigned declares that he or she is an official/agent of responding firm, company or individual and is empowered to represent, bind, and execute contracts on behalf of the firm, company or individual. The undersigned declares under penalty of perjury, under the laws of the State of California, that all statements in this Declaration and response are true and correct, with full knowledge that all statements are subject to investigation and that any incomplete, unclear, false or dishonest response may be grounds for denial or revocation of the accompanying bid or proposal and may result in being barred from doing business with Santa Clara County as well as additional legal consequences.

\_\_\_\_\_  
Company Name (Proposer)

\_\_\_\_\_  
Signature of Designated Authorized Representative

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Date of Signature



## Appendix C. Declaration of Local Business

(include this completed form in Tab 4 - **main** Proposer only not the subs)

Santa Clara County gives local businesses a preference in formal solicitations of goods and services as set forth in the Board Policy, Section 5.6.5.2. A Proposer has the option of qualifying for the preference by self-declaring its qualification as a “local business.” By signing below, a Proposer is certifying its qualification as a “local business” for purposes of application of Santa Clara County’s policy and is deemed to be applying for the local preference.

All information submitted is subject to investigation, as well as to disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the proposal not being considered for application of Santa Clara County’s local preference policy. False or dishonest responses will result in rejection of the proposal and curtail the firm or individual’s ability to conduct business with the County in the future. It may also result in legal action. Provide the complete physical address of your business with meaningful “production capability” located within the boundary of the County of Santa Clara. The term “production capability” means the term “production capability” means sales, marketing, manufacturing, servicing, provision of services, or research and development capability that substantially and directly enhances the Proposer’s ability to perform the proposed contract. Post Office box numbers, residential addresses, a local sales office without any support and/or a local subcontractor hired by the contractor may not be used as the sole basis for establishing status as a “Local Business.” If you have more than one physical address in Santa Clara County, please provide an attachment with all of the addresses in the form specified below.

Please Indicate Business Organization (Check One)

☐

Individual Proprietorship

☐

Corporation

☐

Partnership

☐

Other

By filling this form Proposer declares its qualification as a local business as defined in County of Santa Clara Board Policy, Section 5.6.5.2. The undersigned declares that he or she is an official/agent of responding firm, company or individual and is empowered to represent, bind, and execute contracts on behalf of the firm, company or individual.

The undersigned declares under penalty of perjury, under the laws of the State of California, that all statements in this Declaration and response are true and correct, with full knowledge that all statements are subject to investigation and that any incomplete, unclear, false or dishonest response may be grounds for denial or revocation of the accompanying proposal and may result in being barred from doing business with Santa Clara County as well as additional legal consequences.

---

Company Name (Proposer)

---

Signature of Designated Authorized Representative

---

Name and Title of Authorized Representative

---

Date of Signature

---

Local Business License No. and City from whom  
license obtained



## Appendix D. Declaration of Compliance with Wage Theft Prevention Policy

(include this completed form in Tab 4 **main** Proposer only, not the subs)

The County of Santa Clara does not tolerate wage theft. Accordingly, Santa Clara County Board of Supervisors' Policy Manual, Section 5.5.5.4, includes the following:

### **Wage Theft Prevention**

It is the policy of the County that all parties contracting with the County must comply with all applicable federal, state, and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any Minimum Wage Ordinance enacted by the County or any city within the County of Santa Clara. A potential contractor that has submitted a formal or informal bid to provide goods and/or services to the County may be disqualified if the potential contractor has been found, by a court or by final administrative action of an investigatory government agency, to have violated applicable wage and hour laws in the five years prior to the submission of a bid to provide goods and/or services. A current contractor found by a court or by final administrative action of an investigatory government agency to have violated applicable wage and hour laws, in the five years prior to or during the term of the contract with the County, may be in material breach of its contract with the County if the violation is not fully disclosed and/or satisfied per County guidelines and contract requirements. Such breach may serve as a basis for contract termination and/or any other remedies available under law, including a stipulated remediation plan.

Please complete the certification below:

- ☐ Proposer has no violations to disclose pursuant to Board Policy Manual § 5.5.5.4.
- ☐ Proposer has been found by a court or final administrative action of an investigatory government agency to have violated federal, state, or local wage and hour laws within the last five (5) years.
- ☐ Proposer has included in the proposal response the following for each violation: (1) a copy of the court order and judgment and/or final administrative decision; and (2) documents demonstrating either that the order/judgment has been satisfied, or, if the order/judgment has not been fully satisfied, a written and signed description of Offeror's efforts to date to satisfy the order/judgment.

The undersigned declares that he or she is an official/agent of responding firm, company or individual and is empowered to represent, bind, and execute contracts on behalf of the firm, company or individual. The undersigned declares under penalty of perjury, under the laws of the State of California, that all statements in this Declaration and response are true and correct, with full knowledge that all statements are subject to investigation and that any incomplete, unclear, false or dishonest response may be grounds for denial or revocation of the accompanying bid or proposal and may result in being barred from doing business with Santa Clara County as well as additional legal consequences.

Company Name (Proposer): \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name & Title of Authorized Representative: \_\_\_\_\_



# Appendix E. Client References

(include this completed form in Tab 4 → list a short summary of references you provided in Tab 3 already)

**Provide three (3) Business References** for “**Similar Projects**” completed by the Proposer for a **public agency** and list the completed projects.  
County reserves the right but not the obligation to contact any one or all of the references provided at any time.

**For Each Reference, Provide:**

- a. Name of the company, government entity or public agency:  
\_\_\_\_\_
  
- b. Name and Title of the Contact Person(s): \_\_\_\_\_  
Phone Number(s): \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Address of \_\_\_\_\_  
Company: \_\_\_\_\_
  
- c. Description of Consulting project(s): the Type (e.g., contract, partnership); Date of completion; and Outcomes:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Appendix F. Proposer's Acknowledgement

that Proposer is ready, willing, and able to meet all terms and conditions of the Professional Services Agreement (PSA)  
(include this signed form in Tab 4)

Below, please initial next to the statement:

\_\_\_\_\_ Proposer accepts all terms and conditions of the attached County's Professional Services Agreement (PSA) (Attachment 1) and is ready and willing to comply with all such terms and conditions.

The undersigned declares that he or she is an official/agent of responding firm, company or individual and is empowered to represent, bind, and execute contracts on behalf of the firm, company or individual.

The undersigned declares under penalty of perjury, under the laws of the State of California, that all statements in this Declaration and response are true and correct, with full knowledge that all statements are subject to investigation and that any incomplete, unclear, false or dishonest response may be grounds for denial or revocation of the accompanying bid or proposal and may result in being barred from doing business with Santa Clara County as well as additional legal consequences.

\_\_\_\_\_  
Company Name (Proposer)

\_\_\_\_\_  
Signature of Designated Authorized Representative

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Date of Signature





## Appendix G. RFP Addenda Acknowledgement of Receipt

(include this signed form in Tab 4)

**RFP ADDENDUM # \_\_\_\_\_**

By Signing this Acknowledgement, Proposer represents, certifies, acknowledges and agrees that Proposer has received the following Addendum to the Request for Proposal:

Addendum # \_\_\_\_\_ sent by County on \_\_\_\_\_, by electronic means, facsimile or email:

Title of Addendum: \_\_\_\_\_.

### **SIGNATURE**

Name of Proposer: \_\_\_\_\_

Proposer's or Authorized Representative Signature: \_\_\_\_\_

Proposer's Name & Title (Print): \_\_\_\_\_

Date Signed: \_\_\_\_\_



## Appendix H. Exhibit B-3 Insurance Requirements for Professional Services Contracts (e.g. Medical, Legal, Financial services, etc.) -> (same as Exhibit E in "Template PSA")

(include certificate of insurance or letter from the insurance agent in Tab 2)

WITH THE PROPOSAL, provide proof or evidence of insurance that covers the minimum insurance requirements set out herein below:

### **Indemnity**

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

### **Insurance**

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

#### **A. Evidence of Coverage**

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

#### **B. Qualifying Insurers**

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

#### **C. Notice of Cancellation**

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such



cancellation or change being delivered to the County of Santa Clara or their designated agent.

**D. Insurance Required**

1. **Commercial General Liability Insurance** - for bodily injury (including death) and property damage which provides limits as follows:
  - a. Each occurrence - \$1,000,000
  - b. General aggregate - \$2,000,000
  - c. Personal Injury - \$1,000,000

2. **General liability coverage shall include:**

- a. Premises and Operations
- b. Personal Injury liability
- c. Severability of interest

3. **General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:**

**Additional Insured Endorsement**, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. **Automobile Liability Insurance**

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

- 4a. **Aircraft/Watercraft Liability Insurance** (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement).

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. **Workers' Compensation and Employer's Liability Insurance**

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. **Professional Errors and Omissions Liability Insurance**

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000)



per occurrence/aggregate.

- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

**7. Claims Made Coverage**

If coverage is written on a claims-made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

**E. Special Provisions**

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
- 3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
- 4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

**G. Fidelity Bonds**

(Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.



## Attachment 1 Professional Services Agreement (PSA)

(see separate document Attachment 1)

*//End of Document//*

