

**Request for Qualifications  
for  
Marketing Strategy and Execution Services  
at the  
Norman Y. Mineta San José International Airport  
SJC192047  
City of San José, CA  
December 20, 2019**

The City of San José (City) invites interested consultants (each, a Consultant and Proposer) to submit a Statement of Qualifications (SOQ) for professional consultant services to provide a broad range of marketing and communications services and support for the Norman Y. Mineta San José International Airport (Airport).

**RFQ Issue Date:** December 20, 2019  
**Deadline for Questions:** January 10, 2020  
**Addendum Posting (if any):** January 15, 2020  
**SOQ Due Date:** February 3, 2020  
**Interviews (if any):** February 13-14, 2020  
**City Council Action:** Tentatively March 24, 2020  
**Anticipated Start Date:** March 24, 2020  
**Contact Information:** Norman Y. Mineta San José International Airport  
Attn: Selina Andrews  
1701 Airport Boulevard, Suite B-1130  
San José, CA 95110-1206

This Request For Qualification (RFQ) is posted at Biddingo (<https://www.biddingo.com/>), a third party online platform for the advertisement of government quotes, bids and proposals, and also at [www.flysanjose.com](http://www.flysanjose.com) (see "Business" page for link). It is the responsibility of interested consultants to comply with the SOQ submittal requirements presented in **Section 4** of this RFQ in order to be considered for these services.

## **1. BACKGROUND / OVERVIEW**

The Airport is a medium-hub serving Silicon Valley and much of the greater San Francisco Bay region. The Airport is owned and operated by the City and is situated on a 1,000-acre site with facilities serving commercial air carriers and general aviation.

SJC is Silicon Valley's airport, located in San José, California, the nation's tenth largest city. With high levels of education and employment, the Silicon Valley region

served by SJC leads the nation in patents, household income, and innovation, and continues to be the largest Bay Area market for total job growth.

The region's economic dynamics have clearly translated into successful air service expansion at SJC, producing a number of key milestones and positioning the Airport to better serve Silicon Valley travelers and worldwide visitors well into the future:

- Over the five-year period ending December 2018, SJC total passengers increased 63%, adding over 5.5 million annually;
- SJC surpassed its all-time record of 14.2 million passengers in late 2018, and 2019 is projected to reach 15.6 million in the fourth consecutive year of adding one million or more total passengers;
- Nonstop routes have increased by nearly 80%, and competitive routes have approximately tripled over the last five years;
- Nonstop flights to London Heathrow and Beijing have been added, and overall peak daily departures have increased by approximately 100 flights per day;
- On a national basis, SJC's growth rate has remained in the Top 5 of the U.S. 50 major airports, and is projected to hold that ranking again in 2019.

SJC completed a comprehensive \$1.3 billion modernization program in 2010 that replaced or renovated all terminal facilities. However, in response to the rapid growth experienced since that time, the Airport added two boarding gates in 2017 and another six gates in 2019. Expansion of SJC's high quality concessions is in process, as are multiple airfield projects to further modernize and optimize overall Airport operations. The Airport also plans an extensive capital development program over the next decade to accommodate continued growth.

The Airport is a self-supporting enterprise, and no local tax funds are used for either the operations or development of the Airport.

More information about SJC can be found at [www.flysjc.com](http://www.flysjc.com).

## **1.1. AIRPORT MARKETING AND COMMUNICATIONS**

SJC's Marketing and Communications Division, one of five divisions of the City's Airport Department, is responsible for continually enhancing SJC's brand identity and reputation throughout Silicon Valley and around the world.

The Division is comprised of two sections: Marketing and Public Information. The selected Consultant(s) will work primarily to support the Marketing Section under the direction of the Marketing Manager.

Despite its recent industry-leading growth and record number of passengers served, SJC's share of the Bay Area travel market remains

well below the percentage of travelers to and from the Bay Area for whom SJC is the closest and/or most convenient airport. Accordingly, SJC's marketing program focuses on addressing leakage to increase market share (and accompanying revenues). The Marketing Section is also tasked with providing marketing support for the Airport's parking, concessions and other non-airline revenue-generating programs and SJC's air service development efforts.

SJC's current marketing program includes a variety of paid and owned media tactics that include traditional and digital advertising, social media engagement, sports sponsorships and grassroots marketing. Nearly all of SJC's marketing efforts leverage the Airport's strong partnerships with airlines and other civic, community and business partners.

## 2. DESCRIPTION OF SERVICES

### 2.1 **Type of Agreement/AIP Funding**

The following indicates the type of agreement that will result from this procurement **and** whether any services will be paid for with Federal Aviation Administration (FAA) Airport Improvement Program (AIP) funds.

- ☐ **Standard Consultant Agreement:** This procurement is for a standard consultant agreement, which sets forth a specific scope of services and the compensation for such services. The services provided by the Consultant:

- ☐ Will be paid for in whole or part with AIP funds.
- ☐ Will **NOT** be paid for with AIP funds.

- ☒ **Master Consultant Agreement:** This procurement is for a master consultant agreement. The Consultant will provide services – and be compensated for such services - pursuant to various service orders issued in accordance with the master consultant agreement.

- ☐ Some service orders may be paid for in whole or part with AIP funds.
- ☒ None of the service orders will be paid for with AIP funds.

### 2.2 **Agreement Budget and Term**

The total costs (excluding costs for to-be negotiated advertising, media purchases, media placement and/or materials) to complete all the requirements, tasks, and deliverables outlined in the Scope of Services shall not exceed the maximum total budget of \$9,600,000.00. The term of the agreement contemplated in this procurement shall not exceed five (5) years.

Consultant's advertising and media purchase and placement costs (if any) shall be a reimbursable expense on an approved Service Order under the Agreement.

## **2.3 Scope of Services**

The successful submittals for this procurement shall demonstrate that the Consultant has the appropriate professional and technical background, as well as access to resources to fulfill the stated Scope of Services. Multiple Consultants may be selected for this procurement in order to create a pool of qualified consultants. The Consultant(s) will be expected to provide, either directly or through subcontractors, a scope of services customary for a full-service integrated marketing and communication agency. Work will be assigned on an as-needed basis through the issuance of Service Orders. Tasks may vary in scope of effort, be time-critical, and require the presence of various consultant staff for meetings, working sessions and/or on-site events.

As specific services are identified during this five-year period, the City may issue a Request to Propose Form to the consultants selected from this RFQ process (Attachment B). After evaluating the completed Request to Propose Forms submitted to the City, a consultant will be selected to perform the services.

The Consultant(s) shall provide all labor, tools, and equipment necessary to complete the Scope of Services as described below:

### **2.3.1 BRANDING & IDENTITY**

- 2.3.1.1 Develop and maintain visual and verbal brand style guides.
- 2.3.1.2 Integrate and build-upon existing Airport brand marks to develop a system of visual representation of sub-brands, projects, etc.

### **2.3.2 CAMPAIGN PLANNING & DEVELOPMENT**

- 2.3.2.1 Identify and formalize the Airport's strategic marketing goals and objectives.
- 2.3.2.2 Formulate a cohesive and integrated marketing plan.
- 2.3.2.3 Develop new concepts for cross-platform creative campaigns to meet those goals and objectives.
- 2.3.2.4 Engage a diverse set of Airport stakeholders to earn early buy-in for creative campaigns.
- 2.3.2.5 Identify and prioritize market segments and target personas.

- 2.3.2.6 Develop campaign messaging.
- 2.3.2.7 Map messaging to target audiences.

### **2.3.3 MULTICULTURAL MARKETING - DOMESTIC AND INTERNATIONAL MARKETS**

- 2.3.3.1 Ensure Airport Marketing efforts are designed and executed to meaningfully resonate with the Airport's diverse audiences, including Limited English Proficient (LEP) and foreign audiences.
- 2.3.3.2 Provide translation and cultural transcription services.

### **2.3.4 PAID MEDIA PLANNING & BUYING**

- 2.3.4.1 Develop a comprehensive paid media plan for the Airport including pay-per-click (PPC), display, social media, etc.
- 2.3.4.2 Identify and make strategic recommendations to the Airport regarding innovative paid media tactics to efficiently and effectively engage stakeholders.
- 2.3.4.3 Coordinate, negotiate and purchase paid media placements on behalf of the Airport.
- 2.3.4.4 Monitor and measure paid media campaign performance throughout campaigns.
- 2.3.4.5 Provide Airport with ongoing recommendations to maximize performance during media campaigns.
- 2.3.4.6 Deliver reports on the success of paid media campaigns upon conclusion of each campaign along with recommendations to improve future campaigns.

### **2.3.5 GRAPHIC DESIGN, COLLATERAL DEVELOPMENT & PRODUCTION**

- 2.3.5.1 Develop signs, brochures, fliers and other collateral materials to support Airport marketing and communication objectives, including, but not limited to, art direction, graphic design, copywriting and digital animation.
- 2.3.5.2 Design and prepare materials for public presentations
- 2.3.5.3 Produce and deliver to Airport printed collateral and other creative materials, as necessary.
- 2.3.5.4 Provide as-needed graphic design services.
- 2.3.5.5 Provide as-needed videography, photography services for Airport events and to support the Airport's storytelling.

- 2.3.5.6 Develop, produce and deliver original multimedia content to support the Airport's marketing goals and objectives, including video and audio production, animation, and other related services.
- 2.3.5.7 Produce and deliver to Airport (and/or appropriate vendor) final creative materials (as appropriate) within predetermined deadlines.
- 2.3.5.8 Ensure the high quality of all creative materials produced.

## **2.3.6 DIGITAL & MOBILE ENGAGEMENT**

- 2.3.6.1 Develop multimedia content for the Airport's website(s), landing pages, social media channels, and other digital touchpoints.
- 2.3.6.2 Optimize the Airport's website and other digital channels for search engines.
- 2.3.6.3 Identify emerging digital and mobile engagement tools through which the Airport might engage stakeholders in advancement of its marketing and communications goals.
- 2.3.6.4 Facilitate, recommend, and/or undertake development of new software-based solutions to enhance the Airport's stakeholder engagement through digital and mobile platforms.
- 2.3.6.5 Develop social media and digital engagement processes and procedures for Airport staff to engage with the public online.

## **2.3.7 EXPERIENTIAL/GRASSROOTS AND INFLUENCER MARKETING**

- 2.3.7.1 Identify opportunities for Airport marketing partnerships and collaborative campaigns with third-party thought leaders and influencers to enhance the Airport's engagement with target audiences.
- 2.3.7.2 Identify, plan and execute innovative engagement tactics that advance the Airport's marketing and communication objectives.
- 2.3.7.3 Identify non-traditional forums (e.g. non-digital channels) for the Airport to engage target audiences and develop the strategies, tactics and materials necessary to effectively do so.
- 2.3.7.4 Represent the Airport in building and maintaining influencer and other third-party relationships.

## **2.3.8 MARKET RESEARCH & BEST PRACTICES**

- 2.3.8.1 Plan and conduct qualitative and quantitative market research (e.g. brand awareness, recall, perception etc.) as necessary to evaluate the effectiveness of the Airport's marketing efforts and to drive Airport decision-making.
- 2.3.8.2 Conduct market research (e.g. A/B tests, focus groups) as necessary to test the effectiveness of planned/proposed creative materials and messaging, when appropriate.
- 2.3.8.3 Conduct comprehensive market sizing studies to inform the development of marketing strategies.
- 2.3.8.4 Identify and share marketing and advertising best practices from aviation and other industries with a view to up leveling the Airport's own marketing efforts and position us to win awards and recognition.
- 2.3.8.5 Provide analyses of marketing research, strategies and campaigns and reporting of results in various formats to meet the unique needs of internal and external Airport stakeholders.

## **2.3.9 SPONSORSHIP ACTIVATIONS**

- 2.3.9.1 Provide expert guidance to the Airport for negotiation of terms with existing and new partners and advise on go / no-go decisions.
- 2.3.9.2 Conceptualize creative ways to activate sponsorships to drive results for the Airport.

## **2.3.10 MEASUREMENT, ANALYSIS AND REPORTING**

- 2.3.10.1 Establish key performance indicators (KPIs) to measure goals for each of our campaigns, sponsorships etc.
- 2.3.10.2 Provide periodic (weekly or biweekly depending on campaign type) detailed reporting on campaign performance and recommend campaign optimizations based on actual results.
- 2.3.10.3 Conduct data driven, deep dive analyses on campaigns, channels and make data driven recommendations to improve overall marketing health.
- 2.3.10.4 Formulate qualitative and quantitative approaches to measure the impact of all our marketing campaigns

utilizing internal and external data and technologies, as necessary.

### **2.3.11 CONSULTATION & COLLABORATION**

- 2.3.11.1 Coordinate and collaborate with other Airport consultant(s) to ensure cohesion and coordination of the Airport's marketing and communication efforts.
- 2.3.11.2 Provide expert guidance and recommendations to the Airport regarding the solicitation and/or provision of marketing and communication services to the Airport, including drafting and/or advising the Airport on specific scopes of work and the evaluation of provider qualifications.

### **2.3.12 PROJECT MANAGEMENT**

- 2.3.12.1 Prepare and provide to Airport creative briefs, program plans, budgets, reports, etc., in a responsive and timely fashion.
- 2.3.12.2 Track and report to Airport all costs and fees incurred by or on behalf of the Airport in performance of this Agreement.
- 2.3.12.3 Ensure the timely delivery of all services within approved budgets.
- 2.3.12.4 Provide regular budget and progress reports to the Airport regarding all tasks assigned in a manner, format and frequency acceptable to the Airport.
- 2.3.12.5 Coordinate and facilitate regular conference calls and in-person meetings with Airport staff.
- 2.3.12.6 Attend, at Consultant's own expense, in-person meetings with Airport staff at the Airport as necessary to perform services under this Agreement to the Airport's satisfaction.
- 2.3.12.7 Ensure high quality of all deliverables and services rendered.

## **3. EVALUATING STATEMENT OF QUALIFICATIONS**

### **3.1. Responsiveness of Submission**

A SOQ that is not current, accurate and/or completed in accordance with the requirements of this procurement will be deemed non-responsive and will be eliminated by the City from further consideration. Notwithstanding the foregoing, the City reserves the right to waive minor irregularities in a SOQ.

**3.2. Supplemental Information**

The City reserves the right to require any or all consultants to provide supplemental information clarifying the submitted materials.

**3.3. Consideration of Information outside the Submission**

The City has the right to conduct a further and independent investigation of the information provided in an SOQ. This includes contacting and speaking with references. The evaluation panel may use any relevant information gathered by such investigation - and any other relevant information that comes to the attention of the City - to evaluate a Consultant.

**3.4. Minimum Qualifications and Experience**

The Consultant must meet the following Minimum Qualifications and requirements for the SOQ to be submitted for further evaluation:

- Continuous experience over the last five (5) years in developing and executing marketing strategy, research, advertising, measurement, analysis, and reporting for U.S.-based clients in support of public information, retail/consumer marketing, business-to-business marketing
- At least three (3) years of experience executing marketing and advertising to multi-cultural audiences in domestic and international markets;
- Managed at least an average annual marketing budget (media + services) of \$1M per client for at least three (3) clients in each of the last five (5) years

**3.5. Evaluation Panel**

The City will establish an evaluation panel of up to five (5) members to review SOQs that have met the Minimum Qualifications. Using the Evaluation Criteria, each member of the evaluation panel will independently evaluate each submission and will score the SOQs according to the Evaluation Criteria. A Consultant's numerical score will be the average of the numerical scores given by the members of the evaluation panel for that Consultant. The SOQs will be ranked from highest to lowest based on their respective numerical scores.

**3.6. Evaluation Criteria**

Each member of the evaluation panel will independently evaluate each SOQs using a 100-point system. Points will be assigned based on the following criteria and criteria weights:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
<b>Submittal Requirements</b>	<b>Pass/Fail</b>
<b>Minimum Qualifications (Tab E)</b>	<b>Pass/Fail</b>
<b>Experience of Key Members (Tab H)</b>	<b>25</b>
<b>Overall Experience of Proposer (Tab J)</b>	<b>40</b>
<b>Customer References/Firm Reputation (Tab K)</b>	<b>25</b>
<b>Local/Small Business Enterprise (Tab B)</b>	<b>5 - 10 points</b>
<b>TOTAL</b>	<b>100</b>

### 3.7. Interviews

After evaluating and scoring the SOQs, the City may – in its sole discretion – decide to conduct oral interviews of some or all of the prospective consultants before making its final ranking. If the City decides to conduct oral interviews, it will do so as follows:

- The City will determine how many of the highest ranked consultants it will interview. The City will interview the highest ranked consultants within the number of consultants it decides to interview. For example, if the City decides to interview four (4) consultants, it will interview the four (4) highest ranked consultants.
- The City will establish an interview panel consisting of up to four (4) persons.
- Each member of the interview panel will independently evaluate and score each interviewed Consultant using a 100-point system consisting of the same Evaluation Criteria and criteria weights as is set forth above in **Section 3.6**.
- A Consultant's final numerical score for the interview will be the average of the numerical scores given for the interviews by the members of the interview panel for that Consultant. The City will determine the final ranking of the interviewed consultants, from highest to lowest, based on their respective numerical interview scores.

### 3.8. Written Notification of Rankings

The City will post on Biddingo the results of the ranking based on the scores of the Evaluation Panel. The City will indicate that this notice is a "Final Notice" unless it decides to conduct interviews in accordance with **Section 3.7** above. If the City decides to conduct interviews, then this notice is an "Interim Notice." The "Interim Notice" will state how many of the top ranked consultants the City will interview and it will provide information regarding the interviews. Following the interviews, the City will post the "Final Notice" of the ranking on Biddingo.

### **3.9. Negotiations**

The City will negotiate the specific scope of services and the compensation (not to exceed the maximum budget set forth in **Section 2.2**, entitled “Agreement Budget and Term” for such services with the top ranked Consultant(s). If the City and the top ranked Consultant(s) reach agreement, then they will enter into a Consultant Agreement on **Attachment A**.

If the City and the top ranked Consultant(s) cannot reach agreement, then the City may negotiate with the next lower ranked Consultant(s). This process will continue until the City reaches an agreement with one or more Consultant(s) or terminates the procurement. The City may begin negotiating with the next lower ranked Consultant whenever the City determines that doing so is in its best interest. The City may negotiate with more than one Consultant at the same time.

## **4. GENERAL SUBMITTAL REQUIREMENTS**

### **4.1. Submitting SOQ**

Each Consultant must submit its SOQ to the submittal location on or before the submittal deadline. The City will not consider any SOQs submitted after the Submittal Deadline. Each Consultant must submit its SOQ to the attention of the Contact Person and must clearly label the front of its submission with the procurement title and number – all as identified on the front cover of this procurement.

### **4.2. Tabbed Binder Required**

The SOQs must be a single, complete package that properly and fully responds to all the requirements of this procurement. It must be spiral bound and divided into sections using the “TAB” identifiers designated in **Section 5**, entitled “Specific Submittal Requirements.”

### **4.3. Number of Copies**

Each Consultant must submit one (1) original and five (5) color copies of the SOQs as well as one (1) electronic copy. The five (5) copies must be in exactly the same form as the original and must be spiral bound and tabbed.

### **4.4. Formatting**

The SOQs must be in Times New Roman, Arial or some similar, easily readable font. The size of the font cannot be any smaller than 11. Narrow or condensed fonts are not permitted.

**4.5. Facsimile/Electronic Copies Prohibited**

The City will not accept SOQs via facsimile or those that are only in an electronic format.

**5. SPECIFIC SUBMITTAL REQUIREMENTS****5.1. TAB A: COVER LETTER**

Provide a cover letter (maximum 3 pages) signed by an authorized representative of the Consultant giving an overview of the Consultant's general expertise, experience and approach to performing the scope of services described in this procurement. Include specific and direct contact information for the Consultant.

**5.2. TAB B: CERTIFICATION AND LOCAL AND SMALL BUSINESS PREFERENCE**

Complete FORM 1 – CERTIFICATION, on which the Consultant must make a number of certifications and representations. Read the Certification carefully, sign it and include it first in Tab B.

If you wish to be considered for a local and small business preference, as set forth in Chapter 4.12 of the San José Municipal Code, complete FORM 2 – LOCAL AND SMALL BUSINESS PREFERENCE. A "local business enterprise" is entitled to a preference of 5 percent of the total points used to determine the most advantageous submittal. A "local business enterprise" that also is a "small business enterprise" is entitled to an additional preference of 5 percent of the total points used to determine the most advantageous submittal.

The preference only applies to the Consultant submitting the SOQs. If a joint venture or partnership is submitting the SOQs, then the following rules apply.

- a. The "local business enterprise" preference applies if any one of the firms in the joint venture or partnership meets the definition for a "local business enterprise."
- b. If the joint venture or partnership qualifies as a "local business enterprise", then whether it meets the definition of "small business enterprise", is determined by the aggregate of all of the employees in the joint venture or partnership.

Consultants cannot submit Form 2 after the Submittal Deadline. ***If a Consultant does not complete and submit Form 2 with its Qualifications, then the Consultant cannot receive the preference – even if the Consultant otherwise might qualify for the preference.***

If Form 2 is included, place it after Form 1 in Tab B.

**5.3. TAB C: EXCEPTIONS TO THE EXEMPLAR CONSULTANT AGREEMENT**

The Consultant selected to perform the services described in this procurement will enter into a consultant agreement with the City in the form of the exemplar set forth in **Attachment A** of this procurement.

Complete FORM 3 - EXCEPTIONS TO THE EXEMPLAR CONSULTANT AGREEMENT noting whether the Consultant takes any exceptions to the standard terms and conditions set forth in the exemplar consultant agreement.

***NOTE: The City has the discretion to consider, without limitation, any exceptions to the standard terms and conditions taken by the Consultant in deciding with which consultant it will negotiate a consultant agreement. This discretion is not limited by the Consultant's ranking based on the Evaluation Criteria or by anything to the contrary in these procurement documents.***

**5.4. TAB D: INSURANCE ACKNOWLEDGEMENT**

Complete FORM 4 – INSURANCE ACKNOWLEDGEMENT, which confirms whether the Consultant has the required insurance at the time of submitting the SOQ, or whether the Consultant will get the appropriate insurance within the timeframe discussed in **Section 3.9** if the Consultant is one of the three highest ranked in the Final Ranking.

**5.5. TAB E: MINIMUM QUALIFICATIONS**

Complete FORM 5 – MINIMUM QUALIFICATIONS detailing how the Consultant meets the Minimum Qualifications outlined in **Section 3.4**. Submissions which meet the minimum requirements will be forwarded to the Evaluation Panel for further consideration.

**5.6. TAB F: PROPOSER QUESTIONNAIRE**

Complete FORM 6 – PROPOSER QUESTIONNAIRE, to acknowledge recent firm performance.

**5.7. TAB G: DISCLOSURE OF LITIGATION AND DISPUTES**

**5.7.1 Pending and Past Events.**

The Proposer must disclose the occurrence of any of the following events that occurred within 5 years before the date of the issuance of this procurement, that involved the Proposer and/or any parent company, subsidiary, affiliate, partner or

principal of the Proposer (collectively “Related Entities”), **and** that arose from providing consultant services:

- Any past or pending claims, settlements, arbitrations, litigation proceedings, or civil actions involving \$150,000 or more, whether against or initiated by the Proposer and/or any Related Entities,
- Any criminal actions,
- Any current or threatened legal or administrative actions or claims by or against a public entity,
- Any enforcement action by a federal, state or local regulatory agency,
- The suspension or revocation of any professional license, and
- Any liquidated damages, or administrative fines, charges or assessments, that were paid by the Proposer and/or any Related Entities, and that individually exceed \$150,000 or cumulatively exceed \$150,000 over a 1-year period of time.

For any disclosable event, the Proposer must provide the following information, as applicable:

- The name of the claim, arbitration, litigation, action or event,
- The court in which the action is pending or occurred, and its case number, and
- A short description of the event, including the dates of the event(s), and a description of the parties, the dispute, the nature of the proceedings, the amount at issue, any criminal charges, and the resolution of event or the status of the event if it is pending.

#### 5.7.2 “For Cause” Termination

The Proposer must disclose whether the Proposer or any Related Entity has been terminated “for cause” by any client in the 10 years before the date of issuance of this RFQ. For any such event, provide the following information:

- The name of the other party and the contract, and
- A short description of the event, including the dates of the event(s), the facts leading to the “for cause” termination, and the resolution of the matter.

#### **5.7.3 Disclosure of Clients with Adverse Interests**

The Proposer must disclose whether it provides services to any client that has a pending or threatened claim, legal or administrative action, arbitration, litigation proceeding, civil action or other dispute (collectively “Dispute”) against the City if the services provided the client relate in any manner to the Dispute. For each such client, provide the name of the client and a general description of the scope of services.

#### **5.7.4 Use of Information**

The City has the discretion to consider, without limitation, any of the information disclosed in accordance with this provision in deciding with which consultant it will negotiate a consultant agreement. This discretion is not limited by the Consultant’s ranking based on the Evaluation Criteria or by anything to the contrary in these procurement documents.

#### **5.8. TAB H: EXPERTISE – Team Resumes**

Provide no more than six (6) resumes, up to one (1) page in length each, for key members of the project team (“Key Members”) including, at a minimum, the Account Manager, Creative Director, Digital Marketing Director, and Social Media Director and others demonstrating that the project team has the range of skills required to meet the scope of services listed in this RFQ.

Resumes should highlight relevant experience related to performing the scope of services described in this procurement. Include any related licenses or certifications held by them. Do not list or include resumes for sub-consultants.

#### **5.9. TAB I: EXPERTISE – FIRM PROFILE AND ORGANIZATIONAL CHART**

Provide a firm profile with an organizational chart, up to two (2) pages in length, identifying the name of key staff and title, any partner or sub-consultant relationships and additional resources available. Include a description of these relationships, as it relates to the delivery of the scope of services described in this procurement.

#### **5.10. TAB J: EXPERIENCE – PAST OR CURRENT PROJECTS**

Background information on the Proposing firm that illustrates the experience necessary to successfully perform the Scope of Services as

described in this procurement. The written narrative must include work performed by your organization and/or subcontractor in the below categories since January 1, 2014.

1. Strategy: Expertise in the development and implementation of effective retail/consumer and business-to-business marketing and communications strategies and tactics;
2. Digital media buying and planning: Expertise in digital media strategy, planning, buying including, but not limited to, display, retargeting, native, mobile advertising;
3. Social media: Expertise in the development, implementation, and maintenance of organic and paid social media content, campaigns, materials, programs, placement, and measurement;
4. Content creation: Expertise in multimedia content creation and distribution for website, landing pages and other digital channels;
5. Non-digital media buying and planning: Expertise in the buying, design, and production of newspaper, radio, television creatives, printed informational materials, signage, and other non-digital collateral materials;
6. Travel domain experience: Expertise in airport, travel, and/or tourism marketing, advertising and communication programs or projects;
7. Innovation: Expertise in emerging channels and practices for advertising planning, buying and execution;
8. Advertising creative design and development: Expertise in advertising copywriting and design;
9. Market research: Expertise with primary and secondary marketing research and analysis;
10. Sponsorships: Expertise in sponsorship activations;
11. Search Engine Marketing: Expertise in Search Engine Optimization (SEO) and PPC advertising;
12. Technology implementation: Expertise in design and software development of templates and landing pages for websites, landing pages, and the Drupal Content Management System (CMS);

13. Localization: Knowledge of resources for the appropriate translation and production of advertising and informational material in designated foreign languages;
14. Measurement and reporting: Knowledge of practical methods for program evaluation;
15. Program management: Ability to be flexible, collaborative, and resourceful to achieve marketing and communications goals under changing conditions and with limited resources on time and under budget.

**5.11. TAB K: CUSTOMER REFERENCES**

Complete Form 7 Business References and provide five (5) client references capable of assessing the Proposer's most recent comparable projects.

**6. COMMUNICATIONS REGARDING THIS PROCUREMENT**

**6.1. Submitting a Question or Objection**

Consultants must NOT submit any questions and/or objections to this procurement to the Contact Person listed on the cover sheet of the RFQ. They must submit any questions and/or objections using Biddingo. Contacting any City representative(s) other than the Contact Person about this procurement, or contacting the Contact Person other than by using Biddingo, are prohibited and are grounds for disqualification.

**6.2. Content of Question or Objection**

Questions and/or objections must be as specific as possible and must identify the procurement section number and title at issue. A Consultant submitting an objection must describe the objection, as specifically as possible, and set forth the rationale for the objection.

**6.3. Deadline for Submitting a Question and/or Objection**

Consultants must submit any questions or objections *no later than* the Deadline for Submitting Questions and/or Objections indicated on the cover sheet of this procurement.

**6.4. City's Issuance of Addenda, Notices and Answers to Questions**

The City will post all addenda and notices regarding this procurement on Biddingo. The City may provide a written response to any question(s) and/or objection(s) in the form of a single answer or by issuing an addendum.

**6.5. Consultants are Responsible for Checking Biddingo**

The addenda, notices and answers to questions issued by the City on Biddingo become part of this procurement. Each Consultant is responsible for checking Biddingo for addenda, notices and answers to questions. In the event a Consultant obtains this procurement through any means other than Biddingo, the City will not be responsible for the completeness, accuracy or timeliness of the final RFQ document.

**6.6. Relying on Other Written or Oral Statements Prohibited**

Consultants can rely only on this procurement and any subsequent addenda, notices and answers issued by the City on Biddingo. Consultants cannot rely on any other written or any oral statements of the City or its officers, Directors, employees or agents regarding the Project or the procurement.

**7. PROTESTS****7.1. Procedures for Protesting**

A Consultant that submitted an SOQs can protest the Consultant rankings only after the City issues the Final Notice of the rankings. A Consultant that desires to protest the Consultant rankings must submit a written protest to the Interim Assistant Director of Aviation addressed as follows:

Noman Y. Mineta San José International Airport  
Attention: Matthew Kazmierczak  
1701 Airport Boulevard, Suite B-1130  
San José, CA 95110-1206

The written protest must detail the grounds and factual basis of the protest, and must include all relevant supporting information.

**7.2. Time for Submitting Protest**

A Consultant desiring to protest the rankings must submit its written protest no later than ten (10) calendar days after the date on the Final Notice of the rankings. The failure to submit a written protest within this time period is a bar to protesting the rankings.

**7.3. Grounds for which No Protest is Allowed**

There is no right to protest based on the following:

- a. Incomplete (non-responsive) SOQs;
- b. Late submission of SOQs; or
- c. A dispute regarding the procurement requirements and/or specifications that could have been addressed by submitting a question and/or objection in accordance with **Section 6**.

**7.4. Director's Decision**

The Director or an appropriate designee of the Director will issue a written decision on any protest. The Director, or designee, may base the decision on the written protest alone or may informally gather evidence from the Consultant filing the protest or any other person having relevant information.

**8. GROUND FOR DISQUALIFICATION**

- 8.1.** All Proposers are expected to have read and understand the "Procurement and Contract Process Integrity and Conflict of Interest", Section 7 of the Consolidated Open Government and Ethics Provisions adopted on August 26, 2014. A complete copy of the Resolution 77135 can be found at: [www.sanjoseca.gov/documentcenter/view/35087](http://www.sanjoseca.gov/documentcenter/view/35087)

Any Proposer who violates the Policy will be subject to disqualification. Generally, the grounds for disqualification include:

- 8.1.1** Contact regarding this procurement with any City official or employee or Evaluation team other than the Procurement Contact from the time of issuance of this solicitation until the end of the protest period.
  - 8.1.2** Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal.
  - 8.1.3** Influencing any City staff member or evaluation team member throughout the solicitation process, including the development of specifications.
  - 8.1.4** Evidence of submitting incorrect information in the response to a solicitation or misrepresent or fail to disclose material facts during the evaluation process.
- 8.2** In addition to violations of Process Integrity Guidelines, the following conduct may also result in disqualification:
- 8.2.1** Offering gifts or souvenirs, even of minimal value, to City officers or employees.
  - 8.2.2** Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City.
  - 8.2.3** Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal.

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

## **9. AIRPORT SPECIFIC PROCUREMENT PROVISIONS:**

- 9.1** The following provisions are unique to Airport procurements. For purposes of this **Section 9** only, the following words have the following meaning: (1) "offeror" and "bidder" mean "proposer," (2) "offer" means the SOQ, (3) "contractor" means "consultant," and (4) "owner" and "sponsor" means "City."

**9.2 Title VI Solicitation Notice:**

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any agreement entered into pursuant to this procurement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**9.3 Federal Fair Labor Standards Act (FLSA)**

All agreements and sub-agreements that result from this procurement will incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The successful proposer will have full responsibility to monitor compliance to the referenced statute or regulation. The successful proposer will have to address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**9.4 Occupational Safety And Health Act Of 1970**

All agreements and subcontracts that result from this procurement will incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1. City's Right to Terminate Process**

The City reserves the right to terminate this RFQ at any time.

### **10.2 Costs of Preparing Submittal**

Consultant bears all costs associated with its efforts in responding to this RFQ.

### **10.3 Gifts Prohibited**

**10.3.1** Chapter 12.08 of the San José Municipal Code generally prohibits a City officer or designated employee from accepting any gift(s). The Consultant selected as a result of this procurement will be required to comply with Chapter 12.08. (See, **Attachment A** - Exemplar Standard Consultant Agreement.)

**10.3.2** By submitting a response to this RFQ, the Consultant represents that:

- It is familiar with the requirements of Chapter 12.08, and
- It has complied with, and throughout the remainder of this procurement will continue to comply with, the requirements of Chapter 12.08.

The Consultant's failure to comply with Chapter 12.08 at any time during this procurement is a ground for disqualification.

### **10.4 Disqualification of Former Employees**

**10.4.1** Chapter 12.10 of the City's Municipal Code generally prohibits a former City officer or "designated employee", as defined in Chapter 12.10, from providing services to the City connected with his/her former duties or official responsibilities. The Consultant selected as a result of this procurement will be prohibited from either directly or indirectly using any former City officer or designated employee to perform services in violation of Chapter 12.10. (See, **Attachment A** - Exemplar Standard Consultant Agreement.)

**10.4.2** By submitting a response to this RFQ, the Consultant represents that:

- It is familiar with the requirements of Chapter 12.10, and

- Its response to this RFQ does not contemplate the use of any former City officer or designated employee in violation of Chapter 12.10.

The Consultant's failure to comply with Chapter 12.10 at any time during this procurement is a ground for disqualification.

## **10.5 Unfair Competitive Advantage**

- 10.5.1** The City seeks to procure consultant services through a competitive, impartial process in which all consultants are treated fairly. A Consultant that has an actual or apparent unfair competitive advantage jeopardizes the integrity of the competitive process.
- 10.5.2** A number of different situations can give rise to an actual or apparent unfair competitive advantage. Most commonly, an actual or apparent unfair competitive advantage arises because the Consultant or one of its subconsultants has unequal access to nonpublic information or unique insight into the scope of work. Whether an unfair competitive advantage exists depends on the specific facts of each situation.
- 10.5.3** The existence of an unfair competitive advantage is a basis for the City to disqualify a Consultant's participation in this RFQ. If the City determines that a Consultant is disqualified because of the existence of an unfair competitive advantage, it will provide the Consultant with a written statement of the facts leading to its conclusion that an unfair competitive advantage exists. The Consultant may protest the determination in accordance with **Section 7** of this RFQ. Notwithstanding anything to the contrary in **Section 7**, the Consultant shall submit its written protest no later than 5 business days after the date of the City's letter of disqualification.
- 10.5.4** The Consultant represents that before submitting a response to the RFQ it investigated and considered the issue of potential unfair competitive advantage, including considering any subconsultants it has worked with. By submitting a response to the RFQ, the Consultant further acknowledges that performing the work resulting from this RFQ potentially could be the basis of creating an actual or apparent unfair competitive advantage for any future work. The City strongly advises Consultants to consult with their legal counsel regarding these issues.

## 10.6 Conflict of Interest

**10.6.1** Each Consultant submitting a Statement of Qualifications is responsible for determining whether or not its participation, as well as the participation of any of its subconsultants, in the contract that is the subject of this RFQ constitutes a conflict of interest or a potential conflict of interest. Each Consultant must investigate and manage any potential conflict of interest as part of considering whether to submit a Statement of Qualifications and when assembling its project team.

Each Consultant also is solely responsible for considering what potential conflicts of interest, if any, entering into the contract that is the subject of this RFQ might have on its ability to obtain future contracts for any related, future phases of work.

The conflict of interest laws are complicated and determining the existence of a conflict of interest involves a fact intensive analysis of each particular situation. Consultants are strongly advised to consult with their legal counsel with regard to these conflict of interest matters

**10.6.2** The successful Consultant will be required to avoid all conflicts of interest or appearance of conflicts of interest in performing the services. (See, **Attachment A** - Exemplar Standard Consultant Agreement.) The successful Consultant will be required to:

- Acknowledge that it is familiar with the conflict of interests laws,
- Certify that it does not know of any facts that constitute a conflict of interest; and
- Agree to immediately notify the City if it becomes aware of any facts giving rise to a conflict of interest.

**10.6.3** Although there are a number of conflict of interest laws and regulations with which Consultants must be familiar, the following are the two (2) primary ones. The following descriptions of these two (2) conflict of interest laws are very general and are intended to serve only as a starting point in each Consultant's consideration of the issue.

- **Political Reform Act (Government Code Sections 83111 – 83116):** In general, the Act prohibits “public officials” from making, participating in making, or using

their official position to influence a “governmental decision” in which they have a “financial interest.” Under the Act, an *individual* providing consultant services to the City is deemed to be a “public official” if the individual either (A) makes certain specified types of governmental decisions, or (B) serves in a staff capacity and in that capacity either (1) participates in making a governmental decision, or (2) performs the same or substantially all the same duties for the City as a City employee who is required to complete a disclosure form under the Act. For more information on this topic, see the California Fair Political Practices Commission’s website at <http://www.fppc.ca.gov/>.

If an individual providing consultant services to the City or an individual employee of the selected Consultant is deemed to be a “public official,” then the *individual* must fill out and submit to the City a Statement of Economic Interests disclosure form, commonly known as a Form 700. (See, **Attachment A** - Exemplar Consultant Agreement.) The scope of the required disclosure is tailored to the nature of the work that the individual will be performing.

- **Government Code Section 1090:** Section 1090 reflects the common law prohibition against self-dealing. Unlike the Political Reform Act, which applies to all government decisions, Section 1090 applies to contracts. In general, it prohibits a government official or employee from entering into a contract that he/she was involved in making. Section 1090 is concerned with financial interests other than those that are remote or minimal.

It is generally accepted that Section 1090 applies to consultants who carry out duties commensurate with those of government employees. Moreover, the “making” of a contract is defined broadly under Section 1090 and would include a consultant’s participation in preliminary discussions, negotiations, compromises, reasoning, planning, and drawing of plans and specifications, and solicitations for bids.

Violating Section 1090 can result in the consultant agreement being void, the Consultant having to disgorge public funds, and the public entity not having to restore the benefits it received. It can also lead to criminal charges.

- 10.6.4** Given the complexity in determining the existence of a conflict of interest, it is hard to generalize about what facts might, or might not, result in a conflict of interest. Accordingly, the following are intended to be no more than some general guidelines that Consultants should treat solely as a starting point in its analysis.

Generally speaking, there is a greater risk for conflicts of interest when a Consultant seeks progressive participation in various phases of a project. This risk is fairly limited when a Consultant seeks a contract related to a project for which the Consultant prepared only general, planning type of documents, such as needs assessment reports, environmental review documents, geotechnical reports, site surveys, and site condition assessments. The following situations would tend to pose a higher risk of a conflict of interest and would merit a closer analysis of the issue by a Consultant:

- The Consultant is seeking a contract in which it participated in the development of the RFI, RFQ, RFP or bid documents.
- The Consultant is seeking a contract that would involve it reviewing any of its own work performed under another contract.
- The Consultant is seeking a contract for a project that is part of a program for which the Consultant provides general program management services. The concern would be that, as a general program manager, the Consultant probably would be involved in defining the program, the projects within the program and, therefore, necessarily the resulting contracts.
- The Consultant is seeking a contract for a project in which it prepared the conceptual report. The concern would be that the conceptual report would generally define the project and contract scope.
- The Consultant is seeking a contract for a project in which it prepared an alternative analysis report. The concern would be that such a report proposes to decision-makers the various alternatives in project scope, cost, schedule and environmental impact. Determining a conflict of interest would require an analysis of the extent of the Consultant's participation in the decision-making process of selecting a preferred alternative.

- 10.6.5** The existence of a conflict of interest is a basis for the City to disqualify a Consultant's participation in this RFQ. If the City determines that a Consultant is disqualified because of the

existence of a conflict of interest, it will provide the Consultant with a written statement of the facts leading to that conclusion. The Consultant may protest the determination in accordance with **Section 7** of this RFQ. Notwithstanding anything to the contrary in **Section 7**, the Consultant shall submit its written protest no later than 5 business days after the date of the City's letter of disqualification.

#### **10.7 Discrimination**

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

#### **10.8 Public Nature of Submissions**

All submissions and other correspondence with the City regarding this RFQ become the exclusive property of the City and become public records under the California Public Records Act (California Government Code section 6250 et seq.) All submissions and other correspondence will be subject to the following requirements:

**10.8.1** The City has a substantial interest in not disclosing submissions during the evaluation process. For this reason, the City will not disclose any part of the Qualifications before it issues the Final Notice of rankings. After issuance of the Final Notice of rankings, all submissions will be subject to public disclosure.

**10.8.2** There are a limited number of exceptions to the disclosure requirements under the Public Records Act, such as for trade secret information. The City is not in a position to determine what information in a submission, if any, may be subject to one of these exceptions. Accordingly, if a Consultant believes that any specific portion of its submission is exempt from disclosure under the Public Records Act, the Consultant must mark the portion of the submission as such and state the specific provision in the Act that provides the exemption and the factual basis for claiming the exemption. For example, if a Consultant believes a submission contains trade secret information, the Consultant must plainly mark the information as "Trade Secret" and refer to the appropriate section of the Public Records Act which provides the exemption for such information and the factual basis for claiming the exemption.

**10.8.3** If a request is made for information in a submission that a Consultant has properly marked as exempt from disclosure under

the Public Records Act (e.g. information that the Consultant has marked as “Confidential”, “Trade Secret” or “Proprietary”), the City will provide the Consultant with reasonable notice of the request and the opportunity to seek protection from disclosure by a court of competent jurisdiction. It will be the Consultant’s sole responsibility to seek such protection from a court.

- 10.8.4** Any submission that contains language attempting to make all or significant portions of the submission exempt from disclosure or that fails to provide the exemption information required above will be considered a public record in its entirety. Therefore, do not mark your entire submission as “confidential,” “trade secret,” or “proprietary.”

**10.9 City Business Tax**

The successful Consultant will need to comply with the San José Municipal Code Chapter 4.76 with respect to payment of the City Business Tax before commencing any work on the project. Contact Finance/Revenue Management at (408) 535-7055 to determine the applicable tax rate(s).

**10.10 Environmentally Preferable Procurement Policy**

The City has adopted an “Environmentally Preferable Procurement” (EPP) policy. The goal is to encourage the procurement of products and services that help to minimize the environmental impact resulting from the use and disposal of these products. These products include, but are not limited to, those that contain recycled content, conserve energy or water, minimize waste or reduce the amount of toxic material used and disposed. Computers and other electronics are a growing focus of environmentally preferable purchasing activities due to their high prominence in the waste stream, their numerous hazardous chemical constituents, and their significant energy use. Moreover, when these products are improperly disposed of they can release hazardous substances that pollute the environment.

- 10.10.1** In support of this policy, the selected Consultant will be required to work with the City to apply this policy where it is feasible to do so. In addition, proposers should address any environmental considerations with their proposal response.

- 10.10.2** The entire EPP policy may be found in the City’s internet site at the following link:

<http://www.sanjoseca.gov/DocumentCenter/View/3862>

## **11. ATTACHMENTS AND FORMS**

### **Attachments:**

Attachment A: Master Consultant Agreement Exemplar

Attachment B: Request to Propose Form

### **Forms:**

Form 1: Certification

Form 2: Local and Small Business Preference

Form 3: Exceptions to the Exemplar Consultant Agreement

Form 4: Insurance Acknowledgement

Form 5: Minimum Qualifications

Form 6: Proposer Questionnaire

Form 7: Business References

PREVIEW DOCUMENT ONLY  
The original document must be obtained for the Bid Submission

**FORM 1 – CERTIFICATION**

Proposing Firm Name: (exactly as it is to appear in the Agreement)		
Address:		
Telephone:		
Facsimile:		
Email:		
Contact person name and title: (For Noticing Provision in the Agreement)		

**PROPOSER REPRESENTATIONS**

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.
4. Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Proposals package, formal addenda issued by the City, or the pre-proposal conference.
5. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
6. Please check the appropriate box below:

☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.

☐ If the proposal is submitted by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

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

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

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

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

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

**FORM 2 – LOCAL AND SMALL BUSINESS PREFERENCE**

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

### FORM 3 – EXEMPLAR ACKNOWLEDGEMENT

Consultant Firm Name \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date signed \_\_\_\_\_

☐ We take no exceptions to ATTACHMENT A – EXEMPLAR MASTER CONSULTANT AGREEMENT.

or

☐ We take exception(s) to ATTACHMENT A – EXEMPLAR MASTER CONSULTANT AGREEMENT outlined below:

PREVIEW DOCUMENT ONLY  
The original document must be obtained for the Bid Submission

## FORM 4 – INSURANCE ACKNOWLEDGEMENT

Consultant Firm Name \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date signed \_\_\_\_\_

- ☐ We acknowledge that we will provide proof of insurance according to **Section 3.9** of the Request for Qualifications if we are one of the top three ranked consultants.

PREVIEW DOCUMENT ONLY  
The original document must be obtained for the Bid Submission

**FORM 5 – MINIMUM QUALIFICATIONS**

Consultant Firm Name \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date signed \_\_\_\_\_

In order to be considered for further evaluation, Consultants must meet the Minimum Qualifications described in **Section 3.4** of the RFQ. The minimum criteria are listed below. Please describe specifically and in detail how your firm meets the Minimum Qualifications.

1. Continuous experience over the last five (5) years in developing and executing marketing strategy, research, advertising, measurement, analysis, and reporting for U.S.-based clients in support of public information, retail/consumer marketing, business-to-business marketing; and
2. At least three (3) years of experience executing marketing and advertising to multi-cultural audiences in domestic and international markets; and
3. Managed at least an average annual marketing budget (media + services) of \$1M per client for at least three (3) clients in each of the last five (5) years.

**FORM 6 – PROPOSER QUESTIONNAIRE**

CONSULTANT must complete and sign this form certifying that the statements and information contained in this SOQ are complete and accurate and that the SOQ contains no false or deliberately misleading information. The information contained herein may be independently verified by the City of San José and considered in the evaluation of a CONSULTANT's ability to responsibly perform the scope of services described in this procurement. An omission, misstatement or inaccuracy may be cause for the CONSULTANT to be deemed non-responsive and not further considered in the evaluation of this procurement.

**CONSULTANT Firm/Organization Information**

a) Legal Name of CONSULTANT:

---

b) Address of CONSULTANT:

---

c) Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

d) CONSULTANT is:    ☐ a Corporation                      ☐ a Partnership  
                                 ☐ a Sole Proprietorship                      ☐ a Joint Venture

e) If CONSULTANT is a Corporation, name the State of Incorporation:

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f) Number of years CONSULTANT has been a licensed General Contractor in California:

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**Definitions for Questionnaire**

1. Claim – A legal or administrative proceeding including insurance lawsuits which have occurred in the United States
2. Entity – The proposing CONSULTANT, including any parent, subsidiary, partnership, joint-venture or other affiliation.

**CONSULTANT Firm Questions**

1. Within five (5) years before the date of issuance of this procurement, have any claim settlements, arbitrations, litigation proceedings and/or civil actions **against** your entity in the amount consistent with that set forth in **Section 5.7.1** of the RFQ or more concerning the entity's work performance on a contract been **filed in court or arbitration**?

☐ Yes    ☐ No    **If "Yes", State Number of Contracts with Claims: \_\_\_\_\_**

*If "yes," on separate sheets of paper identify the claim(s) by providing the name of the claim, date of the claim, name of the claimant, the amount at issue, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).*

2. Within five (5) years before the date of issuance of this procurement, has the entity or an identified key subconsultant been assessed or paid liquidated damages, administrative fines, charges, or assessments in the amount consistent with that set forth in **Section 5.7.1** of the RFQ or more to a public agency?

**NOTE: A key subconsultant is defined as a firm, or an employee of that firm, listed in the organization chart identifying the team members and resources that will support scope of services for the PROJECT..**

☐ Yes    ☐ No

*If "yes," on a separate sheet of paper, identify all such items by providing the name of the public agency, the date and amount of the assessment, fine or fee and the and all other information necessary to fully explain the action taken by the public agency.*

3. In the last ten (10) years has the entity, or any firm with which any of your company's owners, officers or partners has been associated with, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works professional services procurement for any reason?

**NOTE: "Associated with" refers to another consultant firm in which an owner, partner or officer of your firm held a similar position.**

☐ Yes    ☐ No

*If "yes," on a separate sheet of paper identify the name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the professional services procurement, and the basis for the action.*

4. Has your entity or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes    ☐ No

*If “yes,” on a separate sheet of paper, identify the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.*

5. Has your entity or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any private or public agency or entity?

☐ Yes ☐ No

*If “yes,” on a separate sheet of paper, identify who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.*

6. At any time during the past five (5) years, has any surety company made any payments on your entity’s behalf as a result of an errors and omissions claim, in connection with a design agreement, either with a public or private entity?

☐ Yes ☐ No

*If “yes,” explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.*

7. Was your entity in bankruptcy at any time during the last ten (10) years?

☐ Yes ☐ No

*If “yes,” please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case, if no discharge order was issued.*

**Execution & Certification**

The legal name of the Entity is:

Entity's Telephone Number: \_\_\_\_\_

Entity's Fax Number: \_\_\_\_\_

The undersigned is a legally authorized representative of the CONSULTANT.

I, \_\_\_\_\_, hereby declare that I am  
(Printed Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

and I am submitting this Proposer Questionnaire (FORM 6); I am duly authorized to sign this Proposer Questionnaire on behalf of the above named firm; and I have read all the answers herein and know all of their contents and that all information set forth in this Proposer Questionnaire and all attachments hereto are, to the best of my knowledge, true, accurate and complete as of its submission date.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of \_\_\_\_\_ Subscribed and sworn to (or affirmed) before  
me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_, proved to me on the basis of  
satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Signature \_\_\_\_\_

**FORM 7****BUSINESS REFERENCES**

List five (5) persons at client firms you have serviced in the area of marketing and communications during the past three (3) years. For each Business Reference listed below, provide written authorizations in a form acceptable to each Reference, authorizing the listed Reference to provide business information regarding your company, as requested by the City.

**BUSINESS REFERENCE NO. 1**

Name \_\_\_\_\_  
Person/Firm \_\_\_\_\_  
Mailing address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_  
Nature of Business \_\_\_\_\_

**BUSINESS REFERENCE NO. 2**

Name \_\_\_\_\_  
Person/Firm \_\_\_\_\_  
Mailing address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_  
Nature of Business \_\_\_\_\_

**BUSINESS REFERENCE NO. 3**

Name \_\_\_\_\_  
Person/Firm \_\_\_\_\_  
Mailing address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_  
Nature of Business \_\_\_\_\_