

City of San José - Consulting



BID DOCUMENT

Marketing Cloud Consulting Services

Bid Number: ED_2026RFP_ASMC_1

Closing Date: 07/27/2026 23:59:00 PT

200 E. Santa Clara Street
San José, California, 95113

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REFERENCE ONLY

0 COVER

CONSULTING SERVICES REQUEST FOR PROPOSAL RFP ED_2026RFP_ASMC_1 Marketing Cloud Consulting Services

Release Date:	06/15/2026 PT
Procurement Contact: Address:	Oshi Jauco 200 East Santa Clara Street San José, CA 95113-1905
E-mail Address:	Oshi.Jauco@sanjoseca.gov
Deadline for Questions and Objections: <ul style="list-style-type: none"> • Written Questions/Clarifications • Objections to Specifications/Requirements 	06/29/2026 23:59:00 PT Objections to specifications and/or questions must be submitted in writing using the Biddingo Question and Answer utility at http://www.biddingo.com/sanjose .
Proposal Due Date and Time: Location:	07/27/2026 23:59:00 PT Proposal responses must be submitted online through Biddingo prior to the proposal due date and time.

1 INTRODUCTION AND OVERVIEW

The City of San José ("City") is soliciting responses from qualified vendors to provide expertise for the San José Clean Energy Department's ("SJCE") Salesforce Marketing Cloud ("SFMC") to support ongoing customer communications, campaign execution, system optimization, analytics, and compliance. Services may include but are not limited to planning, implementation, campaign delivery, documentation, and staff support.

The City intends to award one standard consultant agreement, based upon the highest-ranked scores.

2 BACKGROUND

The Energy Department of the City of San José operates San José Clean Energy, a California Community Aggregator. SJCE is the City's electricity generation supplier and is dedicated to creating a more sustainable future for the San José community. SJCE was created in May 2017 and started serving residents and businesses in February 2019. SJCE's audited financial statements since 2018 are available for review and can be found at: <https://sanjosecleanenergy.org/key-documents/>. For more information about the Energy Department, please visit: www.sanjosecleanenergy.org.

3 DESIRED QUALIFICATIONS

The goal of this engagement is to ensure the SFMC is used effectively, securely, and in alignment with organizational communications, marketing, and customer engagement objectives.

Consultant must demonstrate expertise in SFMC, including but not limited to Email/Mobile/Social Studios, Web Studio/Cloud Pages, Journey Builder, Automation Studio, and Contact Builder.

Consultant must have at least 5 years of experience providing SFMC services for organizations of similar size and complexity.

Consultant should have experience working with public agencies, utilities, or regulated environments.

All work must align with Salesforce-recommended best practices and platform standards.

Configurations and solutions must be scalable, maintainable, and well documented.

Consultant must:

follow secure development practices and protect system integrity.

comply with all applicable data security, privacy, and confidentiality requirements, including but not limited to:

California Public Utilities Commission (CPUC);

California Consumer Privacy Act and California Privacy Rights Act (CCPA/CPRA);

Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM); and

Any applicable City, State, or Federal data protection policies .

not store, transfer, or use customer data outside the scope of this engagement.

immediately report any suspected data breach or security incident.

support inclusive design and plain-language communication practices.

The City intends to award one standard consultant agreement, based upon the highest-ranked scores.

4 SCOPE OF WORK

A. The selected Consultant will provide the city with consultant services as defined below considering the following:

SFMC Strategy & Planning

provide strategic guidance on SFMC architecture, use cases, and roadmap.

participate in regular planning and status meetings.

SFMC Configuration & Technical Support

configure and maintain SFMC components including:

Email/Mobile/Social Studio;

Web Studio/Cloud Pages;

Journey Builder;

Automation Studio; and

Contact Builder / Data Designer.

build and manage data extensions, filters, and queries.

configure automations and scheduled processes.

support integrations with Customer Relation Management (CRM) systems, data feeds including data warehouse, or Application Programming Interfaces (API) (if applicable).

troubleshoot errors, performance issues, and data sync problems.

Campaign & Journey Execution

advise on best practices for email, journeys, data extensions, and automation.

support campaign planning, segmentation strategies, and audience targeting.

build, test, and deploy email campaigns and journeys.

configure dynamic content, personalization, and segmentation logic.

conduct Quality Assurance (QA) testing across devices, email clients, and accessibility requirements.

support split (A/B) testing and optimization efforts.

must coordinate deployment schedules and approvals.

Email Development & Asset Support

develop or support email templates consistent with brand and accessibility standards.

ensure compliance with CAN-SPAM, General Data Protection Regulations and California

Consumer Privacy Act (GDPR/CCPA) (as applicable), and accessibility guidelines.

support modular and reusable email design frameworks.

Data, Analytics & Reporting

configure tracking, reporting, and dashboards within SFMC.

support campaign performance analysis for but not limited to the following metrics, open rates, Click-Through Rate (CTR), conversions.

assist with data hygiene, list management, and suppression logic.

provide insights and recommendations based on campaign performance.

Compliance, Privacy & Governance

support opt-in/opt-out management and preference centers.

ensure data handling aligns with privacy, security, and regulatory requirements.

assist with documentation of governance processes and standard operating procedures.

Training and Documentation Requirements

provide to the city, at no additional cost, training on Service tools and workflows to meet City needs and requirements.

develop clear training documentation, Standard Operating Procedure (SOP), and user

guidelines.

Maintenance and Support (example language for SLAs, response times, hours, etc.)

provide on-going support and maintenance on an as needed basis.

All licenses provided under the resulting contract shall include Salesforce standard technical support and maintenance, including but not limited to security patches, updates, bug fixes, and access to new software releases as provided by Salesforce.

support platform updates and enhancements.

technical support must include unlimited incidents.

provide support by phone, email, and online during normal business hours, Monday through Friday, 7:00 am to 6:00 pm Pacific Daylight Time.

B. Consultant and Service Coordinators

The selected Consultant will designate one or more coordinators who will be the point of contact for the consulting services. The City will designate a Service Coordinator for each Consultant who will work directly with the Consultant Coordinator(s) regarding all items relating to the Consultant Agreement(s) resulting from this RFP.

5 TERM OF AGREEMENT

The anticipated term of the agreement is three (3) years from the execution date. The City reserves the right to extend the agreement for one additional two-year term for a total potential agreement term of five years.

6 HOW TO OBTAIN THIS RFP

This solicitation may be downloaded from the Biddingo solicitation posting system at <http://www.biddingo.com/sanjose>. You may also access this solicitation, along with other City of San José solicitations, at <https://www.sanjoseca.gov/your-government/departments-offices/finance/purchasing/bid-opportunities>.

Vendors wishing to respond to this solicitation must register with Biddingo at <http://www.biddingo.com/sanjose>. If you have a problem registering, contact Biddingo directly at (800) 208-1290 or by email to info@biddingo.com.

All addenda and notices related to this procurement will be posted by the City on Biddingo. In the event that this solicitation is obtained through any means other than Biddingo, the City will not be responsible for the completeness, accuracy, or timeliness of the final solicitation document.

Prospective subcontractors should note that once registered with Biddingo, they may view all organizations (with name and contact information) who download the solicitation document.

There is no cost to the vendor to register, receive notifications, or submit responses for City of San José solicitations using Biddingo.

7 PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

All questions and inquiries regarding this solicitation (including, but not limited to, questions about the products or services to be procured, any discrepancies or omissions, or requests for clarifications) must be made through the Question and Answer portal on Biddingo. The City will provide a written response to all questions in the form of an Addendum. Questions answered on the Biddingo Question and Answer portal shall be considered addenda to this solicitation.

The City shall not be responsible for nor be bound by any oral instructions, interpretations, or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this solicitation or should there be a need to clarify this solicitation, requests for clarification should be submitted online through Biddingo.

8 OBJECTIONS

Any objections as to the structure, content, or distribution of this RFP must be submitted through the Question and Answer portal on Biddingo. Objections must be as specific as possible and must identify the RFP section number and title, as well as a description and rationale for the objection.

All objections, questions, and inquiries pertaining to this RFP must be received by the Deadline for Questions and Objections specified on the cover sheet.

9 PROPOSAL SUBMITTAL REQUIREMENTS

9.1 GENERAL REQUIREMENTS

To expedite the evaluation process, each proposal response should be organized in accordance with the information included in this bid document. Proposals that do not follow the specified format or fail to provide the required documentation will receive lower scores or, if found to be non-responsive, may be disqualified. In the event of a conflict between any of the proposal documents, resolution thereof shall be in the City's sole discretion.

Vendors shall use the forms provided by the City to provide RFP responses in the areas indicated. Do not attempt to override or bypass spreadsheet functionality or modify City-provided forms in providing responses.

Delivery/Electronic Submission:

All responses to this solicitation must be submitted electronically through Biddingo. Bid responses are secure and are not accessible by anyone but the bidder until after the bid end date and time indicated in this solicitation.

Proposers must submit all required documentation. Upload required forms and documentation through Biddingo and submit with your solicitation response.

All documents attached to your bid submittal will be scanned for viruses upon upload. The time required to scan uploaded documents may vary depending on document type, size, etc. and can take up to a few minutes for very large files. It is the sole responsibility of the vendor to ensure that their entire solicitation response is uploaded and submitted prior to the specified solicitation closing

date and time so please allow sufficient time to complete this process and/or seek assistance from Biddingo if necessary.

Any questions regarding how to upload attachments or submit a response through Biddingo should be directed to Biddingo at (800) 208-1290 or by email to info@biddingo.com.

Please note: Attaching documentation to the bid will not automatically submit your bid. You must click the SUBMIT button before your bid response will be submitted.

Proposers may modify their electronic responses prior to bid close; however, please note that if you modify a submitted response, be sure that you **resubmit** it prior to the bid closing date and time. It is the sole responsibility of the vendor to ensure that their entire solicitation response is submitted prior to the solicitation closing date and time.

The City is not responsible for any late or incomplete submissions, including those due to technical issues with Biddingo. It is recommended that bidders allow sufficient time to seek assistance from Biddingo in the event there are unforeseen issues that affect the bidder's ability to upload and submit their solicitation response.

The City must receive your response to this RFP electronically through Biddingo by the specified proposal due date and time for your proposal to be considered.

Until you receive an electronic receipt for your bid submission, you have not submitted your bid.

Formatting: Proposals must be in Times New Roman, Arial, or some similar, easily readable font. The size of the font cannot be smaller than 11 point, and margins should be 1 inch or more. If applicable, include a table of contents that identifies the page numbers for each section of the proposal. All pages should be consecutively numbered and correspond to the table of contents.

Page Limitations: The Experience and Qualifications section shall be limited to a maximum of three (3) pages. Provide a cover letter (maximum of 2 pages).

RFP & Submittal Checklist: See the RFP & Submittal Checklist Section for additional details and response requirements.

9.2 EXPERIENCE AND QUALIFICATIONS

A. Expertise, Key Personnel, and Organizational Chart: Provide experience summaries and individual curriculum vitae/resumes for staff who would be assigned to perform the work specified in this RFP, including any sub-contractor team members, if applicable. Resumes and experience summaries should clearly demonstrate the proposer's qualifications to perform the Scope of Services and Requirements described in this RFP. Provide a project organization chart that designates, by name, title, and job function/role, each project team member, including any partners or subcontractors.

B. Customer References: Complete Form 5, Customer Reference Form, for three (3) recent and different customers. Submitted Customer Reference Forms will be evaluated and scored as part of the Experience Evaluation Criteria and will initially be scored based solely on the information provided by the proposer in the submitted Customer Reference Forms. Therefore, it is important to provide complete, detailed, and descriptive information for each customer reference

C. Client List: Provide a list of clients, preferably including public agency clients, you have worked with and a brief summary of the type of services you have provided.

9.3 TECHNICAL CAPABILITIES

Provide a direct and thorough response to your ability to meet the City's requirements as specified in Section 4 of the bid document.

9.4 COST PROPOSAL

To compare costs fairly and consistently, Cost Proposals must be submitted on the Cost Proposal Form provided with this solicitation, pursuant to these submission instructions.

10 SELECTION PROCESS AND EVALUATION CRITERIA

10.1 SELECTION PROCESS

Proposal responses will be evaluated as outlined in this Section.

Proposal Responsiveness: Proposals will be examined to ensure that the proposer submitted all required elements and is responsive to any technical specifications and minimum qualifications (if applicable).

City staff will evaluate and score proposal submissions. Subject matter experts from outside the City may also be on the evaluation team or participate during oral interviews (if applicable).

The City reserves the right to rely on information from sources other than the information provided by the respondents.

The City reserves the right to interview (oral interviews) the top proposers based on the interim proposal scores (Total Score Without Oral Interview). If the City elects to conduct oral interviews, the final scoring and ranking will be based on the Total Score With Oral Interview. If the City elects not to conduct oral interviews, the final scoring and rankings will be based on the Total Score Without Oral Interview.

Award will be made to the highest scoring/ranking responsive and responsible proposer(s) in accordance with this Section.

Final award shall be contingent upon the selected vendor(s) accepting the City's Standard Terms and Conditions and Insurance Requirements in substantial conformance to **Attachments B and C** of this RFP.

The selected vendor(s) shall provide proof of insurance (certificate of insurance) meeting the specified Insurance Requirements prior to contract execution.

Should the selected vendor(s) fail to execute the agreement or provide proof of insurance as required herein, the City shall have the right to seek legal remedies against the vendor, including forfeiture of any proposal bond, for damages. The City shall also have the right to terminate negotiations with the selected vendor(s) and commence negotiations with the next highest ranked responsive and responsible proposer(s).

10.2 EVALUATION CRITERIA AND WEIGHTING

11 BEST AND FINAL OFFER (BAFO)

A Best and Final Offer (BAFO) may be held with one or more finalist(s) if additional information or clarification is necessary to make a final decision. The BAFO may allow finalist(s) to revise some or all of their original submittals based on additional information provided by the City.

The City will send out the request for a BAFO with instructions addressing the areas to be covered and the date and time by which the BAFO is to be submitted. After receipt of BAFO responses, scores may be adjusted based on the new information received.

The City will request only one BAFO unless the City's Purchasing Officer determines that another BAFO is warranted.

Proposers are cautioned that the issuance of a BAFO is optional and at the sole discretion of the City. Therefore, Proposers should not assume that there will be an additional opportunity to amend their Proposals after the original submission. Proposers may not request an opportunity to submit a BAFO.

12 GROUNDS FOR DISQUALIFICATION

All solicitation respondents 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: <https://www.sanjoseca.gov/home/showdocument?id=19565>.

Any vendor who violates this policy will be subject to disqualification. Generally, the grounds for disqualification include:

Contact regarding this procurement with any City official or employee or evaluation team member other than the Procurement Contact or Purchasing Officer from the time of issuance of this solicitation until the end of the protest period.

Evidence of collusion, directly or indirectly, among vendor respondents in regard to the amount, terms, or conditions of this solicitation or their respective responses.

Influencing any City staff member or evaluation team member throughout the solicitation process, including the development of specifications.

Evidence of submitting incorrect information in response to a solicitation or misrepresenting or failing to disclose material facts during the evaluation process.

In addition to violations of the Process Integrity Guidelines, the following conduct may also result in disqualification:

Offering gifts or souvenirs, even of minimal value, to City officers or employees.

Existence of any lawsuit, unresolved contractual claim, or dispute between Proposer and the City.

Evidence of respondent's inability to successfully complete the responsibilities and obligations of the proposal.

Respondent's default under any City contract resulting in termination.

Evidence of any wage theft judgements as described in the Certification Form.

13 CONFLICT OF INTEREST

In order to avoid a conflict of interest or the perception of a conflict of interest, proposer(s) selected to provide goods and services under this RFP will be subject to the following requirements:

The proposer(s) selected under this RFP will be precluded from submitting proposals or bids as a prime contractor or subcontractor for any future procurement with the City if the specifications for such procurements were developed or influenced by the work performed under the agreement(s) resulting from this RFP.

Proposer(s) may not have any interest in any potential proposers for future City procurements that may result from the work performed under the agreement resulting from this RFP.

14 GENERAL INFORMATION

The City reserves the right to waive any informality or irregularity in any response. Additionally, the City may, for any reason and at its sole discretion, decide not to award a contract as a result of this solicitation or to cancel the solicitation altogether. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by submission of the proposal.

The City is not required to accept the lowest submitted priced. Responses will be evaluated to determine the most advantageous (best value) proposal on a variety of factors including, but not limited to, price, design, quality, features, and performance.

The City reserves the right to accept or reject any item(s) or groups of items in a response and may elect to award by line item(s) if it is found to be in the City's best interest to do so.

The City also reserves the right, in its sole discretion, to make multiple awards. In the event the City elects to make multiple awards, awards will be made in rank order starting with the highest ranked vendor based on the selection criteria established for this solicitation.

In the event any respondent to this solicitation cannot meet a specified budget requirement, the City reserves the right to award to the next highest ranked vendor in accordance with the selection criteria set forth for this solicitation.

Freight and/or shipping charges shall be provided at no additional cost to the City, i.e., "FOB Destination Prepaid," unless specified as a separate line item in this solicitation.

Vendors should not include sales tax in their submitted pricing. The City will work with the selected vendor to add sales tax as appropriate and will incorporate it into the final contract.

The City of San José is exempt from federal excise tax, including federal transportation tax. The City will provide an exemption certificate as appropriate.

Statistical information contained in this solicitation is for informational purposes only. The City shall not be responsible for the complete accuracy of said data.

Any estimated quantities provided are for quoting purposes only and are not to be interpreted as a guarantee to purchase any amount. Any variations from the estimated quantities do not entitle the vendor to an adjustment in unit pricing or rates.

The City reserves the right to verify any information provided during the solicitation process and may contact any provided references or any other persons or entities known to have contracted with the responding vendor.

The City may require audited financial statements as certified by an independent Certified Public Accountant. Do not submit these documents unless they are requested.

The laws of the State of California shall govern this solicitation process and any resulting agreements, including any required vendor agreements for subscriptions, licensing, maintenance, support, hosting, etc.

All goods and services provided to the City by the successful vendor shall comply with all City policies, rules, and regulations which may be in effect during the term of the agreement, as well as all applicable federal, state, and local statutes, ordinances, and regulations. The successful vendor is also required to comply with all applicable equal opportunity laws and regulations.

The City shall not be liable for any pre-contractual expenses incurred by prospective vendors or selected

contractors, including, but not limited to, costs incurred in the preparation or submission of solicitation responses. The City shall be held harmless and free from any liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this solicitation.

All products (if applicable) must be of new, unused condition, unless otherwise requested in this solicitation.

Failure to carefully read and understand this solicitation in its entirety, including all accompanying documentation, may cause response submittals to be out of compliance or rejected by the City or may legally obligate the respondent to more than it intends or realizes.

Information obtained by any vendor respondent from any officer, agent, or employee of the City shall not affect the risks or obligations assumed by the vendor or relieve the vendor from fulfilling any of these solicitation conditions or any subsequent contract conditions.

Only the response format specified in this solicitation will be accepted as compliant for submitted responses. Failure to fully complete and submit all required forms and documentation may result in disqualification.

15 LOCAL AND SMALL BUSINESS ENTERPRISE PREFERENCE (LBE/SBE) (if applicable)

Chapter 4.12 of the San José Municipal Code provides a preference for Local and Small Businesses in the procurement of goods and services that are not specifically precluded from these preferences.

If the basis of an award is price determinative (awarded to the low bidder), the amount for the preference shall be 2.5% of cost for local and an additional 2.5% of cost for small.

If the basis of an award is evaluative (awarded to the best value respondent), the amount of preference shall be 5% of total points for local and an additional 5% of total points for small.

To be considered for Local and Small Business Enterprise Preference, you must complete the Request for Local and Small Business Enterprise Preference Form and submit it with your solicitation response. Vendors who fail to complete and submit the Request for Local and Small Business Enterprise Preference Form with their solicitation response will not be considered for the preference. This information cannot be submitted after the specified solicitation response submittal deadline.

To receive the LBE preference, you must have both of the following:

A valid San José Business Tax Certificate Number. The business tax certificate number below should match to the address and business name for which the preference is being claimed and must be current as of the proposal due date. Vendors should verify their information through the City's Business Tax Lookup at <https://www.sanjoseca.gov/your-government/departments-offices/finance/business-tax-registration/business-tax-lookup> prior to submittal.

A legitimate business presence in Santa Clara County with at least one full time employee:
The City has interpreted a legitimate business presence to require:

the local address for which the preference is being requested is of a commercial nature and the primary purpose of the location is to serve as a principal, regional, branch, or satellite business office; or

in the case of a business located in a residential dwelling, the business must either be a valid home occupation as an incidental use of the business owner's primary dwelling, or the residential dwelling is exclusively used for a commercial nature and the primary purpose of the location is to serve as a principal, regional, branch or satellite business office.

The City reserves the right to request additional documentation and supporting information to confirm that the preference should be applied, including, but not limited to, lease agreements, proof of payments, employee information, signage, website, and location

You must first qualify as an LBE to qualify for the SBE Preference. If you receive the LBE preference and the total number of employees for your firm (regardless of where they are located) is 35 or fewer, you also qualify to receive the SBE preference.

The preference shall only be considered for the prime respondent(s). However, in the event that the responding firm is a Joint Venture (JV) or Partnership as indicated on the Response Certification Form, the local preference shall apply if any one of the firms in the JV or Partnership meets the definition for a Local Business Enterprise. In order for a JV or Partnership to be considered for the Small Business Enterprise Preference, the aggregate of all of the employees that make up the JV or partnership must meet the definition for a small business.

Refer to the Request for Local and Small Business Enterprise Preference Form for additional details.

15.1 SUPPLIER DIVERSITY

Pursuant to California Senate Bill 255, Community Choice Aggregators (CCAs) are required to

report to the California Public Utilities Commission on their diverse suppliers, as defined by CPUC General Order 156. Consistent with the California Public Utilities Code and California Public Utilities Commission policy objectives, respondents that execute an agreement with SJCE will be asked to complete a Supplier Diversity survey. SJCE does not give preferential or bias treatment to respondents on the basis of race, sex, color, ethnicity, or national origin. Providing or failing to provide such information to SJCE will not impact, in any way, SJCE's respondent selection process or the standing of any executed agreements. SJCE encourages all eligible parties to obtain certification as a diverse business enterprise with the Commission through the Commission's Supplier Diversity Clearinghouse and the Department of General Services for Disabled Veteran Business Enterprises. For overview information on the Supplier Diversity Program, please visit: <https://sanjosecleanenergy.org/supplier-diversity/>.

16 PUBLIC NATURE OF PROPOSAL MATERIAL

All materials submitted in response to this solicitation shall become a public record and retained as property of the City of San José. These materials are subject to disclosure under the State of California Public Records Act (California Government Code Section 7920 et seq). There are limited and narrow exceptions to this disclosure requirement.

Do **NOT** include confidential or proprietary information in your response material as it may be disclosed if requested by any member of the public.

If you must include confidential or proprietary information that you believe is exempt from disclosure, you must (1) clearly mark the specific information as "Confidential," "Trade Secret," or "Proprietary;" (2) state the specific provision in the Public Records Act that provides the exemption; and (3) provide the factual basis for claiming the exemption in each specific instance.

In the event you claim such an exemption, you must include a redacted version of your submission and state in the submission the following: ***"[insert Respondent Name] shall indemnify the City and the City's officers, employees, and agents and hold them harmless from any claim or liability and defend against any action brought against the City for City's refusal to disclose trade secrets or other proprietary or confidential information contained in [insert Respondent Name]'s solicitation response to any person making a request. This indemnification obligation shall be through the term of the City's Records Retention Schedule which is four (4) years after the date of award or cancellation of this solicitation for non-awarded vendors and four (4) years after contract termination for awarded vendors."***

Failure to meet the requirements set forth in Sections C and D above shall constitute a waiver of your right to exemption from disclosure.

Any material which contains language purporting to render all or significant portions of the submission “Confidential,” “Trade Secret” or “Proprietary,” or fails to provide the exemption information required above will be considered a public record in its entirety.

Although the California Public Records Act recognizes that certain confidential or proprietary information may be protected from disclosure, the City of San José may not be able to establish that the information is a trade secret or otherwise proprietary. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the City will provide the respondent who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

The City will not disclose any part of any response before it announces a Recommendation of Award or Notice of Intended Award on the grounds that there is a substantial public interest in not disclosing responses during the evaluation process. After the announcement of a Recommendation of Award or Notice of Intended Award, all responses received to this solicitation will be subject to public disclosure.

17 PROTESTS

If an interested party wants to dispute the award recommendation, they must submit their protest in writing to the Department Director or Designee no later than ten (10) calendar days after the Recommendation of Award is published, detailing the grounds, factual basis, and providing all supporting information. Protests will not be considered for disputes of requirements or specifications, which must be addressed in accordance with the Objections Section above. Failure to submit a timely written protest to the contact listed below will bar consideration of the protest.

Protests must be addressed to the following:

City of San José
Attention: Director of Energy
200 East Santa Clara Street, 17th Floor
San José, CA 95113

Protests may be submitted by email to RFO@sanjoseca.gov, with a copy to the RFP Procurement Contact specified for this solicitation.

18 CITY BUSINESS TAX

The awarded vendor(s) must comply with the [San José Municipal Code Chapter 4.76](#) with respect to the payment of any applicable City Business Tax prior to the commencement of work. Contact Finance/Revenue Management by phone at (408) 535-7055 or businessstax@sanjoseca.gov to determine applicable tax costs. Additional information about the business tax and registration process can be found on the City's website at <https://www.sanjoseca.gov/your-government/departments-offices/finance/business-tax-registration>.

19 CALIFORNIA SECRETARY OF STATE REGISTRATION

Awarded vendor(s) must have and maintain an active registration and be in good standing with the [California Secretary of State](#) to conduct business with the City of San José or provide a letter to the City citing the provisions under California law upon which they are exempt from registering with the California Secretary of State. This will be verified by the City prior to contract execution.

20 ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES

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. The EPP policy may be found on the City's website at <http://www.sanjoseca.gov/home/showdocument?id=1268>.

In accordance with the EPP policy, vendors are encouraged to offer Energy Star, Green Seal, EcoLogo, or EPEAT certified products as applicable. The City also suggests that proposers offer products and services that are produced or delivered with minimal use of virgin materials, maximum use of recycled materials, and reduced waste, energy usage, water utilization, and toxicity in the manufacture and use of products.

Vendors are encouraged to offer Energy Star certified products, products that meet FEMP (Federal Energy Management Program) standards for energy consumption, and products that are produced with recycled materials, where appropriate, unless otherwise specified in this solicitation.

21 OTHER PUBLIC AGENCY PURCHASES

It is intended that other public agencies be permitted to purchase under the same terms resulting from this procurement. Any participating public agency shall accept sole responsibility for placing orders, arranging deliveries and/or services, and making payments to the vendor. The City of San José will not be liable or responsible for any obligations, including but not limited to, financial responsibility in connection with participation by other public agencies.

22 RFP DOCUMENTS & SUBMITTAL CHECKLIST

A Submittal Checklist

This document lists the task that need to be performed to responded to the RFP.

Original attached file(s)

Seq.	File	Description	Required
1	Attachment A - Submittal Checklist.docx		Optional

B Insurance Requirements

City's Standard Terms and Conditions that will be the basis for any resulting agreement.

Original attached file(s)

Seq.	File	Description	Required
1	Attachment B - Insurance Requirements.docx		Optional

C City's Standard Terms and Conditions

The City's Insurance Requirements for which the successful vendor(s) will be required to provide proof of coverage prior to contract execution.

Original attached file(s)

Seq.	File	Description	Required
1	Attachment C - Standard City of San Jose Consultant Agreement (Non-Capital Projects).docx		Optional

Form 1 Certification Form

Complete, sign, and submit with your solicitation response. This Certification Form must be submitted with your proposal response.

Original attached file(s)

Seq.	File	Description	Required
1	Form 1 - Certification Form.docx		Required

Form 2 Request for Local and Small Business Enterprise Preference Form (if applicable)

Complete and submit with response if requesting the preference. This form will not be accepted after the proposal submittal deadline.

Original attached file(s)

Seq.	File	Description	Required
1	Form 2 - Request for Local and Small Business Preference.docx		Optional

Form 3 Exemplar Agreement Acknowledgement Form

Complete, sign, and submit with proposal response.

Original attached file(s)

Seq.	File	Description	Required
1	Form 3 - Exemplar Agreement Acknowledgement Form.docx		Required

Form 4 Insurance Requirements Acknowledgement Form

Complete, sign, and submit with proposal response.

Original attached file(s)

Seq.	File	Description	Required
1	Form 4 - Insurance Requirements Acknowledgement Form.docx		Required

Form 5 Customer Reference Form

Complete and submit **3** customer references (using this form) with your proposal response.

Original attached file(s)

Seq.	File	Description	Required
1	Form 5 - Customer Reference Form.docx		Required

Form 6 Cost Proposal Form

Complete and submit with your proposal response.

Original attached file(s)

Seq.	File	Description	Required
1	Form 6 - Cost Proposal Rate Sheet Form.docx		Required