

City of Brentwood

REQUEST FOR PROPOSALS

For Employee Awards



Date of Issuance:	August 16, 2023
Request for Information Deadline:	August 30, 2023
Proposal Deadline	September 7, 2023

CITY OF BRENTWOOD REQUEST FOR PROPOSALS

The City of Brentwood (“**City**”) requests proposals (“**Proposals**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for consulting services for its employee awards (“**Awards**”).

1. ABOUT THE CITY

The City is a general law city located in east Contra Costa County, with an estimated population of 64,513. Additional information about the City is available online at:

<https://www.brentwoodca.gov>.

2. THE PROJECT

A. Summary. The City is seeking a consulting firm that specializes in recognition gifts for City employees (“**Services**”). The Services shall include such things as jewelry, personal accessories, and giftware, as well as general recognition awards for other City programs such as employee of the year, safety employee of the year, and safe driver of the year.

B. Form of Agreement. A copy of the City’s standard General Services Agreement (“**Agreement**”), is attached and incorporated as **Exhibit A**. By submitting a Proposal, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached and incorporated as **Exhibit B**. By submitting a Proposal, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services at the price set forth in its Proposal, and that it agrees to provide those Services if it is awarded the Agreement.

3. REQUEST FOR PROPOSAL PROCEDURES

A. Requests for Information. Questions or objections relating to the Request for Proposal (“**RFP**”), the RFP attachments, the RFP procedures, or the required Services may only be submitted via email to Sukari Beshears, Director of Human Resources/Risk Manager, at sbeshears@brentwoodca.gov by 5:00 p.m. Pacific Daylight Time, August 30, 2023 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

All Requests for Information will be responded to in a timely manner. If information provided in such response is material to the overall RFP, a written addendum to the RFP

will be sent to all known Respondents via email and posted on the City's website at: www.brentwoodca.gov/government/projects-bids-rfps

B. Submittal Instructions. Proposals must be ***received*** by the City by or before September 7, 2023 at 5:00 p.m. Pacific Daylight Time ("**Proposal Deadline**"). Respondent must submit one copy of the Proposal in electronic format (pdf or Word) via email to, Sukari Beshears, Director of Human Resources/Risk Manager at sbeshears@brentwoodca.gov with the subject line stating: "Proposal for Employee Awards" by the Proposal Deadline. Late submissions will be disregarded.

C. Planned RFP Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP:

ACTIVITY	PLANNED DATES/TIME
RFP Issued	August 16, 2023
Request for Information Deadline	August 30, 2023
Proposal Deadline	September 7, 2023
Notice of Selection	September 15, 2023
Commence Services	September 22, 2023

D. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Exhibits to this RFP. Addenda will be posted on the City's website at www.brentwoodca.gov. Each Respondent is solely responsible for checking the City's website for addenda, and for reviewing any and all addenda before submitting its Proposal.

4. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. Each Proposal must respond to the items listed below. *Clarity and brevity are preferable to volume.* Proposals should include the following: a layout and design of the imprinting of the City Logo on all items, a list of photos of all available gifts, a secure web-based portal to access and select awards, and proposed approach to providing the Services. By submitting a Proposal, the Respondent agrees that the pricing and proposed approach to providing the Services including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the Proposal Deadline.

A. Cover Letter. Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) type of organization (e.g. corporation, partnership, sole proprietorship; and State of formation);
- (3) a summary of general information about Respondent and the types of services it provides in relation to the Services required by the City; and

(4) contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFP.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

C. Experience. Identify services Respondent has provided in the last five years that are similar in scope and nature to the Services described in this RFP, particularly with respect to services provided to other cities or public agencies.

D. Staffing. Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

E. Price. Provide a price list for the Services that is fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, travel fees, and any additional cost(s) the City would incur if Respondent is awarded the Agreement. Attach a copy of billing rates that would apply to any authorized additional Services.

5. EVALUATION

The factors that the City will consider in evaluating Proposals are as follows:

- | | |
|--------------------------|-------------|
| • Cover Letter | 1-25 points |
| • Experience | 1-25 points |
| • General qualifications | 1-20 points |
| • Proposed staffing | 1-15 points |
| • Price | 1-15 points |

Total Possible: 100 points

6. SELECTION AND AWARD

A. Review. Proposals will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the Proposals will be ranked based on total scores to identify the Proposal that provides the best value to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents. Interviews are not public meetings as defined by California open meeting laws (the Brown Act).

B. Award. The City staff will recommend award of the Agreement, if at all, to the Respondent that is determined by the staff to offer the best value to the City based on the City's review, as outlined above. City staff will submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Agreement to the Respondent that it determines to offer the best value. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at www.brentwoodca.gov, and which may also be emailed to each Respondent that submits a Proposal. The City Council or awarding officer will award the Agreement, if at all, to the Respondent that is determined by the City Council, acting in its sole discretion, to offer the best value to the City.

C. Protest Procedures. Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to Sukari Beshears, Director of Human Resources/Risk Manager, at sbeshears@brentwoodca.gov, and must clearly specify the basis for the protest. The protest will be reviewed by the Director of Human Resources/Risk Manager in consultation with the City Attorney's Office, and the reviewing individual's determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each Proposal becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The City reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The City reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. In accordance with Government Code Section 1090, Respondents who have participated in preliminary discussions, negotiations, reasoning, planning, and/or drawing of plans and specifications for previous agreements related to the same scope of work, will be excluded from consideration for the award of the Agreement. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

C. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the “Act”), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the Proposal or any portions thereof.

Attachments:

Exhibit A – Form of Agreement
Exhibit B – Scope of Services

Exhibit A – Form of Agreement
AGREEMENT FOR CONSULTING SERVICES FOR EMPLOYEE AWARDS

[Name of Contractor]

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2023, by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and _____, a _____ ("Contractor" or "Consultant") (collectively, the "Parties").

RECITALS

City requires the services of a contractor specifically trained and experienced in providing consulting services related to employee awards, and as further established in the Scope of Services, which are outside of services offered by City. Contractor customarily engages in these services as part of its independently-established trade, occupation, and/or business, separately from its work for City. Contractor has the necessary experience in providing these services, has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in Exhibit "A," attached and incorporated by this reference in accordance with the terms and conditions set forth in this Agreement.

2. Term. Unless earlier terminated, this Agreement will be effective from the date first above written to _____.

3. Compensation. The total fee payable for the Services to be performed will be a not-to-exceed amount of _____ dollars (\$_____). Payment will be made pursuant to Exhibit "A." No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or the Services specified in Exhibit "A."

4. Status of Contractor. Contractor will perform the Services as an independent contractor, free from the control and direction of City, in pursuit of Contractor's independent calling, and not as an employee of City. The persons used by Contractor to provide the Services under this Agreement will not be considered employees of City for any purposes whatsoever and City will not pay any tax, workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment, including, but not limited to, those based on any provision of the Federal Affordable Care Act, which City may be required to make on behalf of Contractor or any agent, employee, or contractor of Contractor for work done under this Agreement. The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of

Contractor or its agents, employees or subcontractors. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Contractor.

5. Indemnification. Contractor will hold harmless, defend and indemnify City and its officers, agents and employees from and against any and all claims, demands, costs or liability including attorney fees arising out of or in any way connected with the performance of this Agreement, caused in whole or in part by any act or omission of the Contractor, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence, or willful misconduct of City.

6. Insurance. Contractor will obtain and maintain, at its cost and expense, policies of commercial general liability insurance, automobile liability insurance, workers' compensation and employers liability insurance from an insurance company authorized to transact the business of insurance in the State of California which has a current rating in the Best's Key Rating guide of at least A:VII in an amount of not less than one million dollars (\$1,000,000) each, except for commercial general liability and worker's compensation, unless otherwise authorized and approved by the Risk Manager or the City Manager in consultation with the City Attorney. Commercial general liability will be set at two million dollars (\$2,000,000) and worker's compensation limits, if applicable, will be set at those limits required by the California Labor Code. Contractor will obtain occurrence coverage.

The insurance will be in force during the life of this Agreement and will not be canceled without thirty (30) days prior written notice to the City by certified mail. City, its officers, agents, volunteers and employees will be named as additional insureds on commercial general and automobile liability insurance. Contractor's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by the City will be in excess of Contractor's insurance and not contributory with it. Contractor will furnish certificates of insurance for all policies, and endorsements for commercial general liability policies, to City prior to City's execution of this Agreement. The policies shall contain a waiver of subrogation for the benefit of City.

7. Maintenance of Records. Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

8. Compliance With Laws. Contractor will comply with all applicable local, state and federal laws and regulations including, but not limited to, those related to air pollution control and those prohibiting discrimination and harassment; and will obtain and maintain a City of Brentwood Business License for the term of this Agreement.

9. Claims and Lawsuits. By signing this Agreement, Contractor agrees it may be subject to civil penalties for the filing of false claims as set forth in the California False Claims Act, Government Code sections 12650, *et seq.* Contractor further acknowledges that debarment by another jurisdiction is grounds for the City of Brentwood to terminate this Agreement.

10. Other Contractors. The City reserves the right to employ other contractors in connection with the Services.

11. Pandemic Health Laws. Contractor's duty to comply with Laws includes compliance by Contractor and Subcontractors with all local, state, or federal Laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws"), which include all of the County of Contra Costa Health Orders. Failure to fully comply with the Health Laws constitutes a material default, subject to all available remedies including suspension or termination.

12. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

13. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For City:

City of Brentwood
150 City Park Way
Brentwood, CA 94513
Phone No.: _____
Facsimile No.: _____
Attn: _____

For Contractor:

Name: _____
Title: _____
Address: _____
Phone No.: _____
Facsimile No: _____
Attn: _____

Either party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above.

14. Assignment. Contractor may not assign this Agreement or any part of it, or any monies due or to become due under it, without the prior written consent of City.

15. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

16. Termination. In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor in writing pursuant to the notice provisions of this Agreement. If applicable, Contractor

has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all work product and work in progress prepared by Contractor, whether located at the project, at Contractor's place of business, or at the offices of a subcontractor.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, if applicable Contractor will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law will not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder will not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this agreement or any applicable law.

18. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

19. Signatures.

19.1 Counterparts. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

19.2 Digital/Electronic Signatures. Using a City-approved method, this Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.

20. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR:

CITY:

* By: _____

By: _____

Tim Y. Ogden, City Manager

Printed Name: _____

Title: _____

ATTEST:

** By: _____

By: _____

Margaret Wimberly, City Clerk

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Damien Brower, City Attorney

If required by City, proper notarial acknowledgment of execution by Contractor must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**

Chairman,
President, **or**
Vice-President

****Group B.**

Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

If an LLC:

- The Agreement must be signed by a Managing Member **or** the LLC must attach a resolution empowering the signatory to bind the LLC.

If a partnership:

- The Agreement must be signed by the Managing Partner **or** the Partner authorized to execute agreements of this type. Additional documentation, such as the partnership agreement, confirming this signature authority may be required.

If a sole proprietorship:

- The Agreement must be signed by the owner.

EXHIBIT B
SCOPE OF SERVICES

1. Service Awards:

- a. The City's Service Awards have included jewelry, personal accessories, and giftware. The following levels of service receive the corresponding gift:

Years of Service	Pin/Pendant	Gift	Ring/Ring-top Pendant
5	✓		
10	✓*	✓	
15	✓*	✓	
20	✓*	✓	
25			✓
30			Enhancement: 10 point diamond
35	✓*	✓	

- Pin/Pendant: tac/lapel pin or pendant of the City of Brentwood Logo
 - Gifts: will have the City of Brentwood Logo attached, *if the Logo cannot be added to the gift a pin/pendant will be included
 - Ring/Ring-top Pendant: sterling silver collegiate ring or ring-top pendant
 - Enhancement: a 10-point diamond will be added to the rosette
- b. Consultant shall provide a layout and design of the imprinting of the City Logo on all items.
- c. Consultant shall provide a list and photos of all available gifts.
- d. Consultant shall develop a secure web-based portal for City employees to view and select awards based on their level of service. Consultant shall provide individual City employees secure access with login and password.
- e. Consultant shall provide the City access to the web-based portal for review and approval of all awards and orders.
- f. Consultant shall provide an order summary with the following information for the City to review prior to placing each order:
- Employee Name
 - Gift Description
 - Cost (including tax and shipping)
- g. Consultant shall deliver all service awards to the City of Brentwood Human Resources Department by August 31 annually; the City will notify the Consultant

in writing if the annual date is modified. Additional orders will be delivered within 30 days of order placement.

- h. The City will consider all alternatives to the Service Awards Program as indicated above; the Consultant shall clearly describe alternatives in its Proposal.
- 2. General Recognition Awards:
 - a. The City will consider all General Recognition Awards for other City programs.
 - b. Consultant shall provide a clear description of awards or suggested programs available.