

REQUEST FOR QUALIFICATION
TEMPORARY STAFFING SERVICES

26-143



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

[City of Milpitas Purchasing Website](#)

RELEASE DATE: March 20, 2026
DEADLINE FOR QUESTIONS: April 6, 2026
RESPONSE DEADLINE: April 23, 2026, 12:00 pm

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

The City of Milpitas

REQUEST FOR QUALIFICATION

Temporary Staffing Services

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I. Notice of Request for Qualifications

Notice is hereby given that responses will be received on the City of Milpitas eProcurement website OpenGov, until Thursday, April 23, 2026 for: Temporary Staffing Services.

The expected scope of work, content of the response, and selection process are described in this Request for Qualifications ("RFQual"). Interested parties may obtain copies of this RFQual through the Milpitas purchasing website at <https://www.milpitas.gov/264/Bid-Opportunities> or directly through OpenGov at <https://procurement.opengov.com/portal/milpitas-ca>.

SUBMITTING A RESPONSE: The City requires that all responses be submitted electronically through its eProcurement website on OpenGov. Electronic responses must be submitted through OpenGov by the Submittal Deadline noted above. It is the sole responsibility of the Respondent to ensure that its response is submitted through OpenGov before the RFQual closing date and time.

Electronic submittals require uploading electronic attachments. All uploaded documents must be attached as separate Microsoft Word, Excel, or Adobe PDF files only. Submission of attachments containing embedded documents is prohibited. It is the responsibility of the Respondent to familiarize itself with the OpenGov eProcurement system, and the City does not assume any liability or responsibility for late proposals.

Registration. Respondents must register on OpenGov to submit electronic responses. If you are not already registered, please go to <https://procurement.opengov.com/portal/milpitas-ca> and click on the **+Subscribe**. There is no cost to register for or participate in City of Milpitas solicitations.

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

For more information regarding the RFP, please contact:

David Gardner

Buyer

dgardner@milpitas.gov



II. Introduction

II.A Summary

Through this Request for Qualifications (RFQual), the City of Milpitas (City) is seeking to contract with multiple qualified vendors to provide temporary staffing services for the City on an as-requested basis. Qualified temporary staffing firms should have expertise in sourcing, screening, and providing quality personnel for a variety of positions, including but not limited to, such as administrative, clerical, professional, technical, and trade-related services within a condensed timeframe. Additionally, awarded vendors must comply with all local, state, and federal requirements with respect to [minimum wage](#) and [prevailing wage](#), as may be updated from time to time.

II.B Background

The City of Milpitas is located near the southern tip of San Francisco Bay, 45 miles south of San Francisco. Contracted temporary personnel will be expected to work out of a designated City facility in Milpitas. City services include, but are not limited to, water utility, sewer utility, police and fire services, and the City has an annual budget of approximately \$268 million and 452 full-time employees.

II.C Timeline

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

Release Project Date	March 20, 2026
Question Submission Deadline	April 6, 2026, 12:00pm
Response Submission Deadline	April 23, 2026, 12:00pm

III. Scope of Work

III.A Temporary Staffing Services

This scope of work sets the City's minimum objectives for the awarded Contractors. Contractor shall provide some or all of the services as set forth below. Provided personnel shall be competent and capable of performing the necessary tasks generally associated with the job classifications listed at <https://www.governmentjobs.com/careers/milpitas/classspecs?page=1>



. Requests shall be initiated by the City's Human Resources Department who will provide the Contractor with information similar to the information provided by the requesting City department on the City's internal Temporary Staffing Request Form (see Attachment D).

Contractor services shall include, but is not limited to, the following:

1. Provide temporary staffing as requested by the City in compliance with applicable federal, state and local regulations and take affirmative, proactive steps to ensure equal employment opportunity.
2. Provide a pool of personnel sufficient to meet the City's temporary staffing needs with a minimum of 48 hours' notice.
3. Compare City's job requirements with worker qualifications and submit resumes of temporary staff options to City for review on an as-requested basis.
4. Conduct background and reference checks, driving record checks, drug screening, or other pre-employment medical screening of personnel as requested by the City, at no additional cost.
5. Identify prior CalPERS membership of all temporary staff to be assigned to the City to assist in ensuring the City adheres to CalPERS enrollment guidelines. If temporary staff has prior CalPERS membership, identify the number of hours previously worked in the fiscal year (July 1 - June 30).
6. Administer and maintain all Contractor temporary personnel employment and payroll records, payroll processing, and payment of payroll checks and taxes, including deductions required by state, federal, and local laws, such as social security, Medicare, and tax withholdings.
7. Make all unemployment compensation contributions to Contractor's employee(s) as required by federal and state law and process claims.
8. Cover workers' compensation for Contractor's temporary personnel assigned to City as required by federal and state law and process any workers' compensation-related claims.
9. If requested by City, arrange virtual interviews between the City and temporary staffing candidates, at Contractor's expense, for a period of up to one (1) hour per candidate.
10. Replace any temporary staff identified by City as having inadequate performance or other performance or behavioral issues within 48 hours of notification by City.
11. Allow City the option to convert temporary employees to permanent hires after 90 days of employment, at no additional cost to City.
12. Shall directly bill each requesting department as designated by the City. Contractor invoices must reflect the order number(s) designated for each request.
13. Shall only accept requests for temporary personnel from the City's designated Human Resources Department point of contact.
14. Shall screen and test all personnel as requested by the City pursuant to specified minimum qualifications, test criteria, and pre-employment standards before placement is made.



15. Shall identify three to five candidates within two business day of City's request. Contractor will pay for any necessary advertising and marketing to procure finalists. Contractor will ensure availability and interest of candidates and review credentials for each candidate based on resume, referral sources, and telephone interviews. Contractor shall require that all candidates complete a background check which includes education, work and criminal history, and fingerprinting at Contractor's cost prior to their designated start date. Final determination of a candidate's suitability based on background checks shall be at the City's sole discretion.

16. Shall complete a detailed reference check for each finalist, with a minimum of three references per finalist and one of which must have had a supervisory relationship to the candidate.

17. Shall submit timecards for each temporary staff member to the City on a weekly basis for approval. Additionally, Contractor shall submit monthly billings to the City along with a copy of the approved timecard(s). Invoices must specify employee name, hours worked, and department.

18. Shall provide to the City's Human Resources Department status reports on a monthly basis (or as otherwise agreed to by the Parties) in a format approved by the City. Status reports shall list each current placement, the date the placement request was made, the date of the placement, the current length of placement, the current cumulative cost of the placement, the job title of the placement, the hourly billing rate, the department where placement was made, and the name of the City requestor.

IV. Vendor Questionnaire

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

Once submitted, the response and any supplementary documents become the property of the City.

IV.A Respondent Contact Information*

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

*Response required

IV.B Time is of the Essence*

Time is of the essence for each and every provision of this Agreement/Contract. Vendor confirms that is has thoroughly reviewed every requirement of this solicitation and the accompanying



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sample Agreement/Contract and will furnish all necessary documents outlined in either this solicitation or the attached Agreement/Contract. By confirming this question, vendor understands that failure to provide required information in their solicitation response as set forth herein may result in disqualification of their bid/proposal.

- ☐ Please confirm
*Response required

IV.C Acknowledgement of Questions and Responses*

Any response submitted that does not acknowledge questions and the City's corresponding answers may be considered non-responsive. By confirming this prompt, you agree that you have seen all questions related to this RFQual.

- ☐ Please confirm
*Response required

IV.D Acknowledgement of Addenda*

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

- ☐ Please confirm
*Response required

IV.E Current W-9*

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

*Response required

IV.F Prior Contract Failure*

Respondent **MUST** disclose any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Respondent or in which the Respondent has been judged guilty or liable.

If "None," Respondent **MUST** state as follows:

"Respondent has no prior or ongoing contract failures, civil or criminal litigation or pending investigation."

Failure to comply with this provision will disqualify any response.

*Response required

IV.G Cover Letter*

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



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

*Response required

IV.H Company Profile*

The Respondent shall provide a general description of the firm, including a brief history and its experience in providing similar services as those requested in this RFQual. Qualified respondents should demonstrate in their response their background and capabilities and that they are a long term, well established entity providing the same or similar services in the State of California, preferably to other public entities.

*Response required

IV.I Execution Plan/Timeline*

The plan represents the Respondent's ability to provide Services to the City. The proposed execution plan must include a detailed work plan describing how the Respondent will meet project objectives. This section is to provide a detailed explanation of your approach in performing the Services described in the RFQual – SEE SCOPE OF WORK. Contractors should identify in their response their proposed response time for placements to the City from time of request by City through date of placement. Responses should factor in the interview process, if desired by the City, background checks, etc.

*Response required

IV.J Personnel Assigned*

Shall include all of the following:

- A. An **account manager** authorized to act on behalf of the firm must be designated and shall be the principal contact for the City.
- B. **Identify any individuals expected to have backup responsibilities.**
- C. Provide a **brief resume/background of the specific individuals** assigned to this project; resumes should not exceed one paragraph per person.



- D. The response shall state that no changes in key personnel are to be made without written consent of the City.

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

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

*Response required

IV.K References*

This section shall consist of a list of three (3) references for work of a similar nature as that required by the City, performed within the last three years. Respondents are directed to use the References form included in Attachment A - RFQual Submittal Forms to Complete.

*Response required

IV.L Compensation*

Please complete the Temporary Staffing Billing Rates Form (Attachment C) and submit it as your response to this question. This information will not be used in the evaluation process and will remain sealed until after evaluation is complete. It is being collected to be used as the basis for negotiation and execution of any resulting contract should you be selected for award. Note that rate increases shall be capped at 3% over the previous year's rate.

*Response required

IV.M Certification of Respondent*

See Attachment A - RFQual Submittal Forms to Complete.

*Response required

IV.N Non-Collusion Declaration

See Attachment A - RFQual Submittal Forms to Complete.

IV.O Respondent's Statement Regarding Insurance Coverage*

See Attachment A - RFQual Submittal Forms to Complete.

*Response required

IV.P Worker's Compensation Insurance Certification*

See Attachment A - RFQual Submittal Forms to Complete.

*Response required

IV.Q Nondiscriminatory Employment Certificate*

See Attachment A - RFQual Submittal Forms to Complete.

*Response required



IV.R Wage Theft Certification*

See Attachment A - RFQual Submittal Forms to Complete.

*Response required

IV.S Compliance with or deviation from the RFQual and/or Agreement*

See Attachment A - RFQual Submittal Forms to Complete.

*Response required

V. Submission Instructions

V.A SUBMITTAL METHOD

Responses to this RFQual must be submitted electronically through the City's eProcurement website <https://procurement.opengov.com/portal/milpitas-ca>.

V.B RULES FOR SUBMITTING RESPONSES

- A. **Submittal Deadline.** Responses must be uploaded to and submitted on the OpenGov website by the specified Submittal Deadline.
- B. **Responsibility.** Respondent is solely responsible for ensuring its response is successfully uploaded and submitted in accordance with the RFQual requirements before the Submittal Deadline. The City shall not be responsible for any delays in transmission or errors in your submitted response. Responses must be uploaded in Microsoft Word, Excel or Adobe PDF format only, using as few files as possible. **Do not wait until the last minute to upload files and submit your response as delays can occur.** In the event that there is a problem uploading documents or submitting your response, please contact OpenGov support for assistance at <https://opengov.my.site.com/support/s/contactsupport>, Chat: <http://support.opengov.com>, Email: support@opengov.com, or Phone: (650) 336-7167.
- C. **Extension of Submittal Deadline.** The City reserves the right to extend the Submittal Deadline when it is in the best interest of the City to do so.
- D. **Forms.** To be considered for award, each response shall be made on forms furnished by the City in this RFQual.
- E. **Late Responses.** The Submittal Deadline is absolute. Responses will not be accepted after the Submittal Deadline.
- F. **Signature.** To be considered for award, each response shall be signed by an authorized representative of the Respondent.



V.C ADDENDA

Addenda issued pursuant to this RFQual, if any, will be posted on the City's eProcurement website. However, it is the sole responsibility of the Respondent to check the website to determine whether any addenda have been issued.

Any response submitted that does not acknowledge each and every addendum issued may be considered non-responsive. Addenda, if any, must be acknowledged by answering the question in the Vendor Questionnaire entitled "Acknowledgement of Addenda."

V.D AUTHORIZED SIGNATURES

Every response must be signed by the person or persons legally authorized to bind the Respondent to a contract. Upon request of the City, any agent submitting a response on behalf of a Respondent shall provide a current power of attorney certifying the agent's authority to bind the Respondent. If an individual submits a response, their signature and post office address must be listed in the response. If a firm or partnership submits a response, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be provided in the response. If a corporation submits a response, the response shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the response to execute contracts on behalf of the corporation.

V.E RESPONSE MODIFICATIONS

Any Respondent wishing to make modifications to a response that has already been electronically submitted may utilize the "unsubmit response" option on their submitted response, make their modifications, and then submit their response again prior to the specified Submittal Deadline. Respondents are solely responsible for ensuring that their final responses are submitted prior to the Submittal Deadline. **The eProcurement system will not allow response submittals after the Submittal Deadline.**

V.F INTERPRETATION OF CONTRACT DOCUMENTS

If any person is in doubt as to the true meaning of any part of this RFQual or finds discrepancies or omissions in the RFQual, they may submit a request for an interpretation or correction through the OpenGov Question & Answer portal for this RFQual no later than the specified deadline for questions.

The City will respond either by response in the Question & Answer section of the RFQual or through a formal addendum. This solicitation and all such responses or addenda shall be incorporated into the resulting Agreement, whether directly or by reference. Oral and other



interpretations or clarifications shall be without legal or contractual effect. It is the sole responsibility of each Respondent to check the website for addenda and questions/answers prior to submitting any response. In the event that this solicitation is obtained through any means other than the City's e-procurement portal on OpenGov, the City will not be responsible for the completeness, accuracy, or timeliness of the final solicitation document.

To submit questions:

- A. Go to the Milpitas Procurement Portal at <https://procurement.opengov.com/portal/milpitas-ca>;
- B. Click on the title of the solicitation to open the solicitation page;
- C. Click on the "Question & Answer" tab, and then click "Ask Question."

Responses to questions/requests for clarification will be posted to the solicitation on the OpenGov website.

The deadline for submitting questions related to this solicitation is: Monday, April 6, 2026

Questions answered on OpenGov are considered to be a part of or clarification to the RFQual and are considered to be addenda to be acknowledged by Respondents in their submittals using the form provided. The City may also issue, at its sole discretion, a separate addendum document in response to questions/requests for clarification.

It is the responsibility of each Respondent to ensure that they have registered on OpenGov and subscribed to receive notifications. To register a new account, go to the City's e-procurement website <https://procurement.opengov.com/portal/milpitas-ca> and click + **Subscribe**.

Any response submitted that does not acknowledge each and every question/answer may be considered non-responsive. Questions/answers, if any, must be acknowledged on the provided form in the space provided.

VI. Evaluation and Award Process

VI.A AWARD OF CONTRACT

Award(s), if made, will be made to Respondent(s) who are determined to be the best qualified to provide the required services after consideration of all evaluation criteria set forth the section entitled "Evaluation Criteria." An Evaluation Committee will be established by the City.

Respondents not meeting any minimum requirements established in this solicitation or not submitting all required documents may be deemed non-responsive and removed from further consideration. The Evaluation Committee will evaluate all responsive submittals received in accordance with the Evaluation Criteria.



VI.B REFERENCES

The City may also contact and evaluate the Respondent's and any designated subcontractor's references; contact any Respondent to clarify any response; contact any current users of a Respondent's services; solicit information from any available source concerning any aspect of the RFQual response; and seek and review any other information deemed pertinent to the evaluation process.

VI.C ADDITIONAL DISCUSSIONS

Discussions, such as interviews, may, at the City's sole option, be conducted with a short-list of responsive and responsible vendors for the purpose of clarification to assure full understanding of, and responsiveness to, the RFQual's requirements or to better understand the Respondent's ability to provide the services. Revisions may also be requested by the City, at its sole option, after original submissions and before award for obtaining best and final offers.

Each Respondent shall be accorded fair and equal treatment throughout this process. The City will not disclose information submitted by competing Respondents.

VI.D CONTRACT NEGOTIATIONS

A Notice of Intended Award will be posted to this solicitation on OpenGov. Final award is contingent upon successful negotiation of a contract based on the City's standard terms and conditions. Negotiations shall be confidential and are not subject to disclosure until after agreement is reached. If contract negotiations cannot be concluded successfully and in a timely manner with the top-ranked vendor, the City may, in its sole discretion, initiate negotiations with the next highest scoring Respondent.

The City reserves the right to contract in the manner that most benefits the City, including awarding more than one contract if desired. The City also reserves the right to cancel this RFQual in its entirety and at its sole discretion.

Once negotiations are successfully completed, the Respondent will be recommended to the City Council for contract approval, and the City Council has the final authority to approve or reject the contract award.

VI.E BID PROTEST

Should any Respondent protest the award recommendation for this solicitation, such protest must be made in writing to the Purchasing Agent. All protests must be filed and will be adjudicated in compliance with the City Municipal Code Section "[I-2-3.19–Bid Protest](#)".



VII. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Cover Letter and Compliance with RFQual Requirements Has the firm successfully and completely answered the required information to provide an accurate and complete overview of its experience, capabilities, and organization? Overall, has the firm demonstrated the ability to successfully provide the services specified herein? Have all required sections and information of the RFQual been provided clearly and completely?	0-10 Points	5 (5% of Total)
2.	Company Profile Does the firm offer the breadth and quality of services listed in this RFQual and Scope of Work? Does the firm's organizational structure show sufficient depth and capacity for its current and additional workload proposed by this project?	0-10 Points	30 (30% of Total)
3.	Execution Plan/Timeline Has the firm satisfactorily described its ability to achieve goals and timeline specified in this RFQual? Has the firm provided an acceptable proposed response time for placements to the City from time of request by City through time of placement? Was sufficient time factored in for the "interview process" if desired by the City, background checks, etc. as required?	0-10 Points	20 (20% of Total)
4.	Personnel Assigned What are the qualifications of principals and account management team who would be the primary interface with the City's designated staff? What experience do these members bring with them in performing similar services? Do assigned personnel have the requisite education, experience, and professional qualifications?	0-10 Points	25 (25% of Total)



5.	References Are the firm's references from past clients and associates overall favorable? What is the Respondent's record of deliverables submitted on time and within budget? Does the firm communicate with, collaborate with, and take direction well from City staff? Note that the initial evaluation will be based on the information provided by Proposer in the Reference Form. Final scores will reflect actual reference checks if conducted at the City's sole discretion.	0-10 Points	20 (20% of Total)
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VIII. Terms & Conditions

VIII.A TERM OF THE AGREEMENT

The City intends to enter into an agreement with the awarded vendor(s) for up to **five (5) years**. Agreements are anticipated to begin on or about **July 1, 2026**. The City reserves the right to review the awarded vendor's performance at any time throughout the term of the Agreement and cancel all or part of the Agreement, with or without cause, in its sole discretion.

VIII.B ANTI-DISCRIMINATION

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

VIII.C BACKGROUND CHECKS

All employees of the successful Respondent(s) assigned to perform any services and duties identified in this solicitation may be required to undergo a background security check (LifeScan or other background check as required by the City) and must be a minimum of twenty-one (21) years of age.

VIII.D Attachment Review

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



VIII.E BUSINESS LICENSE

The awarded Respondent(s) will be required to comply with the City's business license registration requirements set forth in its municipal code. See <https://www.milpitas.gov/241/Business-License-Center> for more information.

VIII.F COMMUNICATION

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

The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addendum or response to questions published to this solicitation in OpenGov.

VIII.G OFFERS OF MORE THAN ONE PRICE

Respondent is NOT allowed to submit more than one response to this solicitation.

VIII.H PRICES AND NOTATIONS

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

VIII.I PRICE DISCREPANCIES

In the event that there are unit price items in a compensation response and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern, and the amount will be corrected accordingly. If there is more than one item in a compensation response, and the total indicated does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern, and the total will be corrected accordingly. The Respondent will be bound by said corrections.

VIII.J CONFLICT OF INTEREST

Pursuant to Government Code section 1090 and any other laws, rules and regulations that may apply, the Respondent covenants that neither it, its subcontractors, nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with the contract awarded from this RFQual. Respondent certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFQual is an officer or employee of the City. Through its



solicitation submittal, Respondent acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify the City if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

VIII.K EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of the Respondent to carefully and thoroughly examine and be familiar with the RFQual, all attachments including the Agreement, responses to questions, and addenda, if any, (hereinafter collectively referred to as "Contract Documents"). Respondent shall satisfy themselves as to the character, quantity, and quality of the Services to be performed and materials, labor, supervision, equipment, and appurtenances necessary to perform the Services as specified by the Contract Documents. The failure or neglect of the Respondent to examine the Contract Documents shall in no way relieve them from any obligations with respect to this solicitation or any resulting Agreement. The solicitation submission shall constitute an acknowledgment upon which the City may rely that the Respondent has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Respondent to receive or examine any of the Contract Documents shall in no way relieve them from any obligations with respect to the solicitation submittal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of the Contract Documents.

VIII.L DEFINITION OF TERMS

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

- A. Contractor/successful Contractor/successful or awarded Respondent. The terms "Contractor," "successful Contractor," "successful Respondent," or "awarded Respondent" refers to the party selected to enter into a contract with the City as a result of this RFQual.
- B. Evaluation Committee. An independent committee established by the City to review, evaluate, and score the solicitation responses and recommend an award of contract to the Respondent(s) that demonstrates the best qualifications for providing the services as specified herein.
- C. May. Indicates something that is not mandatory but permissible.
- D. Must/Shall. Indicates a mandatory requirement. A response that fails to meet a mandatory requirement may be deemed non-responsive and not be considered for award.
- E. Respondent. The person or firm making a legally binding offer.
- F. Response. The offer submitted by the Respondent.
- G. RFQual. Acronym for Request for Qualifications; same as Solicitation and Contract Documents.



- H. Should. Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your solicitation response but may result in lower scores during evaluation.
- I. Submittal Deadline. The date and time on or before all solicitation responses must be submitted.

VIII.M DISQUALIFICATION OF RESPONDENT

If there is reason to believe that collusion exists among the Respondents to this solicitation, the City may refuse to consider responses from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one response for the same work unless alternate responses are called for. A person, firm, or corporation who has submitted a sub-response to a Respondent, or who has quoted prices on materials to a Respondent, is not thereby disqualified from submitting a sub-response or quoting prices to other Respondents. Reasonable grounds for believing that any Respondent is interested in more than one response for the same work will cause the rejection of all responses for the work in which a Respondent is interested. Respondents shall submit as part of their response documents the completed Non-Collusion Declaration provided herein.

VIII.N DOCUMENTS TO BE RETURNED WITH SOLICITATION RESPONSE

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

VIII.O EXECUTION OF AGREEMENT

The Contractor shall execute the Agreement in substantially the form provided in this RFQual. A copy of the Agreement is attached hereto as Attachment B and is incorporated herein by this reference. The Agreement shall include, among other things, this RFQual, any addenda, and the relevant scope and pricing terms under the Contractor's response to this solicitation, whether incorporated directly into the Agreement or incorporated by reference. Contractor shall sign all necessary documents and submit all required bonds (if applicable) and evidences of insurance prior to contract execution. In case of failure of the Contractor to negotiate in good faith, provide all required documents, and execute the Agreement within a reasonable timeframe, the City may, at its option, terminate negotiations with the selected Contractor and engage the next highest-ranked Respondent in contract negotiations. After the Agreement has been executed, including the insurance documents, certificates, and bonds, if applicable, Contractor agrees to commence the services/project within ten (10) working days or as otherwise agreed to by the City.



VIII.P EXPERIENCE AND COMPETENCE

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

Contractor's personnel assigned to the contract awarded from this RFQual should each have a minimum of five (5) years of training and experience related to services of similar scope to this RFQual. Contractor will ensure that a full-time employee is assigned to the job as project manager for the duration of the Agreement, that he or she speaks English, and that he or she preferably has a minimum of three (3) years of supervision experience in work of similar scope to this RFQual. These experience and competence requirements must be maintained throughout the term of the resulting contract. Contractor may not substitute assigned Contractor staff without pre-approval by the City.

VIII.Q FORCE MAJEURE

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

VIII.R FORMATION OF CONTRACT

Respondent's signed solicitation submittal and City's acceptance shall constitute a binding contract.

VIII.S INFORMED RESPONDENT

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



VIII.T INSURANCE REQUIREMENTS

The successful Respondent must furnish to the City a Certificate of Insurance and accompany endorsements proving coverage as specified in the Agreement attached as Attachment B. Failure to furnish the required certificates in a timely manner may result in forfeiture of the Agreement.

VIII.U LICENSE CONFIRMATION

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

VIII.V NOMENCLATURES

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

VIII.W NON-COLLUSION DECLARATION

Each Respondent is required to submit a signed copy of the Non-Collusion Declaration with its solicitation response.

VIII.X WAGE THEFT PREVENTION

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

VIII.Y PREVAILING WAGES

Respondent shall take cognizance of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations. Copies of the State of California wage schedules are available for review at <https://www.dir.ca.gov/oprl/>. The Contractor and all subcontractor(s) under him or her, shall



comply with all applicable Prevailing Wage Laws, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Agreement, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors. It shall be the Respondent's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this RFQual and applicable law in its solicitation response.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid response, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No solicitation response will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

VIII.Z RESPONSE CONTENT

(See Vendor Questionnaire) Respondent must describe in detail how they will meet the requirements of this RFQual and may provide additional related information with its response as it deems applicable. **The solicitation response shall be presented in a format that numerically corresponds to the numbered sections outlined in the Vendor Questionnaire. Responses to each section should be labeled to indicate which item is being addressed.** Responses shall be straightforward and concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFQual instructions, responding to the RFQual requirements, and providing a complete and clear description of Respondent's qualifications for providing the services. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with your submittal indicating where the supplemental information can be found.

The City is not liable for any costs incurred by Respondents before entering into a formal Agreement. The costs of developing your solicitation response, presentations, negotiations, interviews, or any other such expenses incurred by any Respondent for this RFQual are entirely the responsibility of the Respondent and shall not be reimbursed in any manner by the City.

VIII.AA SOLICITATION RESULTS

Responses will be downloaded from the OpenGov website by the City after the Submittal Deadline. Once evaluation is complete, the City will post a Notice of Intended Award on the website. The City reserves the right to postpone the Submittal Deadline and opening of solicitation submittal any time before the date and time announced in the RFQual or subsequent addenda. Any updates to the timeline will be made to the solicitation on the OpenGov website.



VIII.BB PROPRIETARY INFORMATION

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

If a Respondent desires to exclude a portion of its solicitation response from disclosure under the California Public Records Act, the Respondent must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Respondent submits trade secret information, the Respondent must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City is not in a position to establish that the information that a Respondent submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City will provide Respondents who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

VIII.CC RECYCLED PRODUCT PROCUREMENT

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

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

VIII.DD REJECTION OF RESPONSES AND WAIVER OF INFORMALITIES

Issuance of this RFQual and receipt of responses does not commit the City to make an award of contract. The City reserves the right to waive any immaterial informalities or irregularities and to reject any solicitation response, all solicitation responses, or any part of any solicitation response



presented and re-advertise this solicitation. The City reserves the right to cancel this RFQ and make no award. The City reserves the right to reject the submittal of any Respondent who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the submittal of any Respondent who is in default on the payment of taxes, licenses, or other monies due to the City.

VIII.EE SITE EXAMINATION

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

VIII.FF TAXES

The successful Respondent shall pay all federal, state, and local taxes, levies, duties, and assessments of every nature due in connection with any work provided under the Agreement and shall indemnify and hold harmless the City from any liability on account of any and all such taxes, levies, duties, assessments, and deductions. Submitted pricing shall include all applicable sales tax.

VIII.GG TERMS OF THE OFFER

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

VIII.HH WITHDRAWAL OF RESPONSE

Following the Submittal Deadline, Respondent may not withdraw its solicitation response for a period of at least ninety (90) calendar days from the date of bid opening, and the submitted solicitation response shall remain open and firm. At no time may the successful Respondent(s) withdraw their submissions. Respondent's authorized representative may only withdraw submitted responses through the OpenGov website prior to the Submittal Deadline.



VIII.II Piggyback Clause

It is intended that any other public agency be permitted to purchase under the terms submitted in response to this procurement. By submitting a solicitation response, Respondent acknowledges and agrees that, to the extent permitted by law, and during the period in which the applicable contract is in effect (including, without limitation any extensions thereto), other public agencies shall be permitted to makes purchases under the same terms and conditions set forth in this solicitation and/or the resulting contract.

To the extent other public agencies elect to “piggyback” on this solicitation and/or contract, the City shall have no liability whatsoever in connection with any orders submitted to the successful Respondent by such other public agencies and, in each case, any and all liabilities associated with a piggyback order shall be the sole responsibility of the successful Respondent and the public agency that submitted the order to the successful Respondent.

