



REQUEST FOR PROPOSALS (RFP)

October 29, 2025
Summer Park Activation

Submittal Deadline:

Friday, December 5, 2025 by 11:59pm

TABLE OF CONTENTS

I.	Invitation	3
II.	Contact Person for RFP	3
III.	Goals, Purpose, and Phasing	3
IV.	Site Profiles	4
V.	Scope of Work	5
VI.	Proposal Requirements & Format	9
VII.	Insurance Requirements	10
VIII.	Proposal Submission	13
IX.	Summer Park Activation RFP Schedule	14
X.	Evaluation & Selection	15
XI.	General Requirements	16
XII.	Other Notes	20

I. Invitation

The City of East Palo Alto invites applications for the City's 2026 Summer Park Activation Series.

2026 Summer Park Activation Series

The City of East Palo Alto is seeking local business entities to apply for funding through the Community Services & Recreation division in the 2026 calendar year. To submit a response for Summer Park Activation series, the Proposer will recommend programming for East Palo Alto residents during the summer of 2026 (**June 8, 2026-August 31, 2026**) in the Request for Proposals (RFP).

2026 Summer Park Activation Funding Availability: \$200,000 (Max \$20,000 per organization)

Each proposal must be submitted by a legal business entity that can effectively support the City's efforts to conduct park and recreation programming for Youth & Families.

II. Contact Person for RFP

Inquiries related to this Request for Proposals should be directed to:

Community Services Division

Email: commservices@cityofepa.org

Phone: 650.853.5905

III. Goals, Purpose, and Phasing

The goal of Summer Park Activation funding is to support organizations from East Palo Alto and/or those that serve a majority of its residents. Summer Park Activation is primarily organized to provide programming in every City-owned/operated park & facilities in the City of East Palo Alto. The purpose in activating the parks is for residents to have access to FREE fun activities that promote wellness and healthy living for all. Special consideration will be given in the review, assessment, and selection of proposals to ensure programming is equitable and all residents across all age ranges and demographics have a variety of opportunities to participate in programming (such as toddlers; elementary, middle, and high school age youth, transition age youth, adults,

and seniors). In addition to proposed program quality, determination on which organizations to fund will be based on the aforementioned goals. All programming should have a contingency plan for remote or 100% virtual activity; including a plan for in person activity.

IV. Site Profiles

Martin Luther King Jr. Park
435 Daisy Lane
East Palo Alto, CA 94303-2034

Martin Luther King Jr. Park (MLK Jr. Park) has a square footage of 5.62 acres and is the largest recreational space in East Palo Alto consisting of a play structure, picnic-tables/areas, baseball field, and a large multi-purpose grass field (soccer/football). This location has restrooms and a concession stand.

Jack Farrell Park
2509 Fordham St.
East Palo Alto, CA 94303

Jack Farrell Park has 3.62 acres of recreational space consisting of a play structure, picnic- tables/areas, baseball field, basketball court, and a medium size multi-purpose grass field (soccer/football). This location has restrooms and a concession stand.

Cooley Landing
2100 Bay Rd.
East Palo Alto, CA 94303

Cooley Landing Educational Center has 3,168 square feet of space to accommodate a wide array of activities such as STEAM and recreational space. The facility is equipped with a preparing kitchen, picnic-tables/areas, and outside amphitheater. This location has an indoor and outdoor restroom.

Bell Street Park
2159 University Ave.
East Palo Alto, CA 94303

Bell Street Park is the flagship park in East Palo Alto and 1.83 acres of recreational space consisting of a play structure, picnic-tables/areas, a skate park, and a medium size multi- purpose grass field (volleyball). This location has no restrooms or concession stand.

Joel Davis Park is the most recent addition to recreational space in East Palo Alto with 2.06 acres consisting of a play structure, picnic-tables/areas and a medium size multi-purpose grass field (volleyball). This location has restrooms but does not have a concession stand.

V. Scope of Work

General Overview:

For the purpose of conducting activities in City parks and facilities, the Scope of Work is anticipated to include community outreach and engagement, a recreation program design, and your approach (including event operations plan, report and/or document preparation, and project management).

Vendors are encouraged to present a robust summer program for Youth & Families in their proposal. The Vendor proposal should clearly identify deliverables for each activity.

Successful Vendors shall have a thorough understanding of programming in parks and facilities. Organizations who are chosen will also be tasked with leading the City's Family event programming operations. Proven ability to reach the larger general community is a plus.

Required Elements:

The scope of work in your proposal should include all elements listed below. This includes providing clear specific details when requested and noting general methodologies and plans for achieving each element.

1. Organization & Primary Point of Contact Information

The organization's address & authorized representative who would be signing any potential contract should be clearly identified (including- name, organizational address, title, email & phone number). Additionally, the primary point of contact for coordinating potential programming with the city should be clearly identified including name, title, email and phone number.

2. Work Plan & Schedule - defined program, objective, & participant group

Your proposed scope of work should clearly define your program and all integral program elements, including but not limited to:

- Who your program is serving (including age range)
- Proposed location or locations for program service
- Proposed program dates & times (including length of each session)
 - Ex: Mondays and Wednesdays, 5:30pm-7:30pm beginning June 15, 2026 and ending August 5, 2026
- Target number of participants served
- Goals of the program

Note- if your organization is proposing multiple programs such as a summer camp and evening baseball for adults the above information should be provided for both programs.

3. Marketing, Community Outreach & Engagement Strategy and Past Success

The Vendor is required to recruit Youth & Families for their specific activities. A community outreach and marketing plan is required. If accepted, your contract terms will be contingent upon your participation rate. Working with staff, the Vendor will identify a comprehensive strategy for community involvement that maximizes input from a variety of stakeholders. Other duties will include preparation of meeting materials, meeting presentations, and summaries of each event/meeting/online activity. Please provide details on how you plan to market your program to residents in all areas of East Palo Alto and how you plan to reach your targeted number of participants for your programming (this plan should include direct actionable items).

All vendors will be required to participate in the following:

- Community-at-large: Community engagement is a critical component of this planning process and will involve the community on many levels. Ongoing engagement will occur throughout the course of the project with the community-at large at workshops, community events and online.
- Council Hearings: Develop and assist in presentations for recommendations to City Council on summer programming. Assume to attend at least two City Council meetings.

If your program has had past success with recruitment or achieving program goals, please share the details of this success. This can include but is not limited to the

following – quotes from participants, survey results, participant totals or program hours achieved, and program photos.

4. Approach & Understanding:

A. Project Management

Project Management: Identify tools and methods that will be used to keep the project moving on time and within budget. This includes communication platforms that are used between volunteers and staff as well as any project management software. Please provide details on your approach to this requirement.

B. Communication with the City of East Palo Alto

Vendor should anticipate meetings with City staff throughout the project, including regular conference calls and in-person meetings at key project milestone. These meetings include but are not limited to the following:

- Summer Park Activation Orientation Meeting
- Project Kick-off Meeting: Meet with the Community Services and Recreation staff to identify project milestones, refine the scope of work, confirm timeline, clarify specific roles and responsibilities and identify project resources.
- Summer Park Activation Program Debrief

Please provide details on your approach to this requirement.

C. Site Visits

All vendors should be prepared to coordinate and host city staff, officials, or representatives for site visits during programming for observations, note taking, and photography (for marketing & recordkeeping purposes). Please provide details on your approach to this requirement.

D. Registration forms

All vendors will be required to collect registration forms for every participant in their program. It is highly recommended that all registration forms be digital, utilizing an online form (such as Google forms), as full registration information will need to be submitted to the City of East Palo Alto digitally (in excel or google sheets format). The

City of East Palo Alto can create your program registration form upon request prior to program start date. All registration forms must include the following information:

- Participant Name (first & last)
- Birthday
- City
- Allergies
- Disability or accommodations needed
- Address or neighborhood
- At least 2 parent/guardian emergency contact information (first & last name, email, and phone number)
- Signed EPA photo & video release form
- Program enrollment (session/program information)
- If the participant has participated in Summer Park Activation before

Please provide details on your approach to this requirement.

Note - Your final program registration total as proven through your registration forms will be used to determine if you have met or exceeded your goal as defined in your proposal. A deliverable payment will be directly tied to meeting or exceeding this goal.

E. Program Evaluation/Surveys

All vendors will be required to distribute program surveys to all participants (ages 18+) or their parents (if participant under 18 years of age) enrolled in their program. Program surveys will be created and standardized by the City of East Palo Alto. Vendors must work with the City of East Palo Alto in ensuring a sufficient rate of survey completion by participants. A deliverable payment will be directly tied to receiving a survey completion rate as defined in the vendor's contract. Please provide details on your approach to this requirement.

F. Family Events

All vendors will be required to participate in the planning, promoting and execution of the City of East Palo Alto's community events. It is anticipated that there will be three family events during the program term. A deliverable payment will be directly tied to the vendor's planning, promoting, and participation in a specific number of these community events as defined in the vendor's contract. Please provide details on your approach to this requirement.

VI. Proposal Requirements & Format

The submittal shall be prepared in an 8 ½" by 11" format, limited to seven (7) pages but no less than four (4) pages, not including brochures. Attachments, resumes, covers and dividers are not included in the page count. In addition, any information that needs to be returned should not be submitted. **Proof of insurance is required at time of proposal that meets the City's minimum insurance requirements as set forth herein.**

The Vendor is requested to include the following information in the proposal:

- 1) Cover Letter: (1-2 pages maximum) State the organization/individual interest and commitment of personnel to conduct programming beginning June 2026. Identify and describe any distinguishing features or capabilities that make your organization a superior choice to perform the work. The letter must be signed by the individual authorized to negotiate the Contract with the City.
- 2) Work Plan and Schedule: (1 page minimum) Explain in detail a proposed programming schedule, including all anticipated tasks and deliverables to address the RFP scope of work. City staff will provide you with updates from California Department of Public Health as it relates to your programming. Please see "Section V. Scope of Work" for specific details required.
- 3) Marketing Plan & Past Success: Describe in detail your marketing plan to ensure you reach your target participant goals for your program. Please provide your strategy and specific tools you will use to ensure the community of East Palo Alto is aware of your programming. If you have past programming success you may share those details in this section. Provide Please see "Section V. Scope of Work" for further details required.
- 4) Approach and Understanding: (1 page minimum) Describe your understanding of programming that you are requesting to implement along with a description of the process/approach to be used in providing the service. Be sure to outline internal protocol for ensuring clear communication between the City and the Vendor to ensure all elements are being properly met. Please see "Section V. Scope of Work" for further details required.

- 5) **Remote Programming Protocol:** To provide the best possible services for residents in the City, please include no less than one (1) page of your Operations plan as it would pertain to activities conducted 100% remote, not limited to Shelter in Place, Virtual operations, and Social Distancing protocols. Any interested organization will need to list activities and their plan for moving to a completely remote programming operation.
- 6) Insurance: Must provide proof of insurance at the time of application that covers the contract term from **March 2026-August 2026**.
- 7) Firm and Personnel Experience: State the qualifications and experience of the organization/ individual(s). Emphasize specific qualifications and experience with engagements of similar scope and complexity.
- 8) Resumes: List and provide resumes for committed individuals who will be assigned to the summer program.
- 9) Proposed Budget: please provide a detailed list of how you plan utilize the funding towards programming. List all potential costs, not limited to staff, equipment, supplies, insurance, etc.

VII. Insurance Requirements

Commercial General Insurance:

- a) GRANTEE/VENDOR, at its own cost and expense, shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. GRANTEE/VENDOR's general liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials employees, and agents shall be additional insureds under such policies.

- b) Any failure of GRANTEE/VENDOR to comply with reporting provisions of the policies shall not affect coverage provided to the City and its officers, employees, agents, and volunteers.
- c) Coverage shall state that Grantee/Vendor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- d) Coverage shall contain a waiver of subrogation in favor of the City.

Business Automobile Liability:

(insurance must cover not only the transportation of participants but also employees acting under the scope of their employment, such as in buying materials for the program)

- a) Grantee/Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CAS 00 01 (or equivalent) with a limit of no less than one million dollars (\$1,000,000) per accident.
- b) Automobile Insurance (Option 1). GRANTEE shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0002 covering Automobile Liability, Code 2 (hired and non-owned auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- c) Automobile Insurance (Option 2). GRANTEE shall be required to procure Automobile Insurance only when vehicles are used in performing the Summer Program work including for buying materials for the program. It is not required for simple commuting and GRANTEE is prohibited from transporting any program participants as part of the Summer Program work. However, compliance with California law requiring auto liability insurance is a contractual requirement.

Workers' Compensation and Employer's Liability - Statutory.

- a) GRANTEE/VENDOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00). Grantee/Vendor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

- i. Proof of Workers' Compensation is not required if Grantee/Vendor provides written verification that they have no employees. All Grantees/Vendors shall be required to complete an East Palo Alto "Workers Compensation Certification" form.

Abuse and Molestation Liability Insurance

(Abuse and Molestation Liability Insurance can be within Commercial General Insurance but it needs to be expressly listed in the policy)

- a) GRANTEE/VENDOR shall procure abuse and molestation liability insurance with limits of not less than one million dollars (\$1,000,000.00) per occurrence.

All Coverages

- a) It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- b) Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- c) The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.
- d) All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- e) Evidence of Insurance – Prior to commencement of work, the GRANTEE/VENDOR shall furnish City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the

insurance requirements above. The GRANTEE/VENDOR must agree to provide complete, certified copies of all required insurance policies if requested by the City.

- f) Acceptability of Insurers – Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-VII or higher.

VIII. Proposal Submission

Pre-Submittal Inquiries:

Organizations interested in applying for Summer Park Activation funding are invited to attend a **mandatory Informational Session** on **Friday, November 7, 2025 at 12:30p.m.** (Zoom Virtual Orientation) or **6:00pm** to review the Park Activation requirements and have questions answered regarding the Scope of Work. Programmers should have personnel who are needed to ascertain the scope of this project attend as well. City responses to questions will be made in the presence of all attendees.

Specific questions concerning Park Activation should be submitted via email to the **Community Services Division** at commservices@cityofepa.org before the date identified in Section IX RFP Schedule. All vendors who have notified the City of their intent to respond to the RFP will be provided, via email, with a copy of any question submitted and the answer given by the City per the RFP Schedule.

Terms and Conditions:

The terms and conditions of the agreement will be on a time and material basis with a not-to- exceed budget.

Proposal Submission:

**Proposals for Summer Park Activation
must be received no later than
11:59 p.m. on Friday, December 5, 2025**

Vendors must submit **one (1) electronic copy** to commservices@cityofepa.org. The proposals must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached but are not necessary and will not be considered as meeting any of the requirements of this RFP. Please submit one email with all deliverables (if your file size is too large, you can send multiple emails but please clearly define the content in the subject line, such as proof of insurance). Please have the following subject line in your emailed submission- *Proposal Summer Park Activation 2026 – “your Program or Organization Name”*

Late or facsimile proposals will not be accepted. It is the Vendor’s responsibility to ensure that their proposal is delivered and received at the location specified herein, on or before the date and hour set. Proposals received after the date and time specified will not be considered. All proposals shall remain in effect for at least 90 days from the opening date.

IX. Summer Park Activation RFP Schedule

The following RFP schedule is subject to change at the discretion of the City. City staff will provide sufficient advance notice to Vendors in the event of schedule changes.

Milestone	Date
Request for Proposal Issued	Wednesday, October 29, 2025
Mandatory Information Sessions	Friday, November 7, 2025
Final date to Submit Questions about this RFP	Friday, November 14, 2025
City Issues Responses to Written Questions	Tuesday, November 18, 2025
Proposal Due	Friday, December 5, 2025
Interviews	December 18-19, 2025 (tentative)
Council Confirmation and Completion of Contract Negotiations	January 2026

X. Evaluation & Selection

The proposal should enable the City to evaluate the organization/individuals' qualifications through a review and interview process, and to select the most qualified vendor to provide the service(s). At its sole discretion, the City may extend the scope of work to include additional work after the successful firm is selected.

Evaluation Criteria:

The following are the critical areas of the proposal to be evaluated by the Selection Committee:

- a) Quality and Completeness: Does the described plan and approach to deliver services adequately address those identified in the RFP?
- b) Experience: Has the Vendor demonstrated the ability to successfully provide services for projects of similar complexity and nature as described herein? What is the record of experience in working with diverse community and governmental constituencies?
- c) Staff: Do the qualifications of key project team members to be assigned to the project coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience and professional qualifications?
- d) Organization: Does the Vendor offer the quality of services required for the types of projects listed in the Scope of Work? Does the organizational structure show sufficient depth for its present workload? How would the project described in this RFP fit into the schedule?
- e) Specific Management Approach: Has the Vendor described its ability to achieve budget and project delivery goals for projects of similar complexity and nature as described in the Scope of Work? How will the firm apply its management techniques and resources?
- f) Reputation: Are the Vendor's references from past clients, associates, or any publicly available source favorable?
- g) Familiarity with Locality: Does the Vendor team demonstrate familiarity with the City of East Palo Alto and the project location? Does the Vendor's proposal include a context- sensitive approach to the project outlined in the scope of work?
- h) Program Impact and Uniqueness: is the programming unique to East Palo Alto? Will programming have a high impact on the wellness of its participants?

Summer Park Activation Selection Process:

Vendors submitting the highest quality professional services proposals with the highest impact and unique programming will be invited to interview with the City. At the conclusion of interviews the City will undertake contract negotiations with the top-ranked vendors.

XI. General Requirements

- 1) Collusion: By submitting a response to the RFP, each vendor represents and warrants that its response is genuine and is not made in the interest of or on behalf of any person not named therein; that the vendors has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the vendors has not in any manner colluded to secure any improper advantage over any other person submitting a response.
- 2) Gratuities: No person will offer, give or agree to give any City employee or its representatives any gratuity, discount, offer of employment, or other financial advantage in connection with the award of contract by the City. No City employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount, offer of employment, or other financial advantage in connection with a City contract.
- 3) Required Review and Waiver of Objections by Vendor: Vendors should carefully review this RFP and all attachments, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City.
- 4) Proposal Withdrawal: To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFP Contact Person. After withdrawing a previously submitted proposal, the Vendor may submit another proposal at any time up to the deadline for submitting proposals.
- 5) Proposal Errors: Vendors are liable for all errors or omissions contained in their proposals. Vendors will not be allowed to alter proposal documents after the deadline for submitting a proposal.

- 6) **Incorrect Proposal Information:** If the City determines that a Vendor has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the vendor knew or reasonably should have known was materially incorrect, that proposal maybe determined non-responsive, and the proposal may be rejected at the City's sole discretion.
- 7) **Right to Refuse Personnel:** The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors. Vendors shall provide at least 50% of services by its own employees, subcontractors may provide less than 50% of services. The City reserves the right to interview and approve Vendor's key staff. Vendor's staff may be subject to the City's background and drug testing processes at any time.
- 8) **Personnel Training:** To enhance security and safety of residents, the City may require all active personnel to complete Human Trafficking and/or Sexual Abuse & Molestation training that will be conducted or contracted by the City. The City shall provide at least 20 minutes of classroom or other effective training and education regarding human trafficking awareness to each program personnel who is likely to interact or come in to contact with victims of human trafficking. The City shall, once every two years, provide human trafficking awareness training and education to each vendor who is likely to interact or encounter victims of human trafficking and, within two months of contract start date, to any new personnel who are likely to interact or come into contact with victims of human trafficking.

The human trafficking awareness training and education required by the City shall include, but not limited to, the following:

- The definition of human trafficking and commercial exploitation of children and or individuals at high risk.
- The difference between labor and sex trafficking specific to the childcare sector
- Guidance on the role of program providers in reporting and responding to this issue.
- The contact information of appropriate agencies, including, but not limited to, the National Human Trafficking Hotline toll-free telephone number, 1-888-373-7888, and text line, 233733, and the telephone numbers of the appropriate local law enforcement agencies.

- 9) Proposal of Additional Services: If a Vendor indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.
- 10) Licensure: Before a contract pursuant to this RFP is signed, the Vendor must hold all necessary, applicable business and professional licenses, including, but not limited to, a City of East Palo Alto Business License. The City may require any or all Vendors to submit evidence of proper licensure.
- 11) Conflict of Interest and Proposal Restrictions: By submitting a response to the RFP, the vendor certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, gifts, or other compensation in exchange for acting as an officer, agent, employee, subcontractor, or Consultant to the vendor in connection with the procurement under this RFP. Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP. Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other vendors, and said individual, company, or other entity may not submit a proposal in response to this RFP.
- 12) Contract Negotiations: After a review of the proposals and completion of the reference checks, interviews, and demonstration, the City intends to enter into contract negotiations with the selected Vendor(s). These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City may open negotiations with the next ranked Vendors or reject all proposals and reissue the RFP. Insurance requirements are not subject to negotiations.
- 13) Right of Rejection: The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety. Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Vendors must comply with all of the terms of this RFP and all applicable State laws and regulations. Vendors may not restrict the rights of the City or otherwise qualify their proposals. If a Vendor does so, the City may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected. The City reserves the right, at its sole discretion, to waive variances in technical proposals

provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the vendor from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any vendor to strict compliance with the RFP.

- 14) Disclosure of Proposal Content: All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (California Government Code Section 6250 et. seq.). By submitting a proposal, the Vendor acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection. If a Grantee submits an entire proposal marked confidential, it will be considered non-responsive. Each Vendor should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a Vendor submits, is a trade secret. If a request is made for information marked “confidential,” the City will provide the Vendor who submitted such information with reasonable notice to allow the Vendor to independently seek protection from disclosure by a court of competent jurisdiction.
- 15) Severability: If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and Vendor will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.
- 16) RFP and Proposal Incorporated into Final Contract: This RFP and the successful proposal will be incorporated into the final contract.
- 17) Proposal Amendment: The City will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the City.
- 18) Warranty: The selected Vendor will warrant that the proposed solution will conform in all material respects to the requirements and specifications as stated in this RFP and as demonstrated during the evaluation process. In addition, the requirements as stated in this RFP will become part of the subsequent agreements.

19) Rights of the City: The City reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all proposals
- Issue subsequent Requests for Proposals
- Postpone opening proposals if necessary for any reason
- Remedy errors in the Request for Proposal process
- Approve or disapprove the use of particular subcontractors
- Negotiate with any, all, or none of the Vendors
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposals
- Enter into an agreement with another Consultant in the event the originally selected Vendors defaults or fails to execute an agreement with the City
- An agreement will not be binding or valid with the City unless and until it is approved by the City Council and/or executed by authorized representatives of the City and of the vendor.

XII. Other Notes

This RFP does not commit or require the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Vendor, or to modify or cancel in part or in its entirety the RFP if it is in the best interest of the City to do so. Furthermore, a contract award may not be made based solely on price.