

1. GENERAL INFORMATION FOR VENDORS

1.1 Summary Scope of Work

The City of Santa Cruz is soliciting proposals for a City Hall Space Reorganization Project (“Project”). Proposals are requested from qualified vendors to develop and implement a comprehensive space plan for the reorganization of City Hall offices. The primary goals of this project are to provide appropriate public access, reallocate space between multiple departments to increase staff efficiency, and eliminate underutilized space. The Project will be awarded to the best value vendor providing cost effective methods (such as repurposing furniture) to accomplish these goals. The best value vendor will:

- Conduct a needs assessment study;
- Provide preliminary plans, designs, and budget estimates;
- Work with a City project team to create a final reorganization space plan w/ architectural and engineering drawings; and
- Provide project management to implement the plan.

1.2 Background

The City Hall complex area generally is considered 9 buildings in the central downtown area including City Hall, the Civic Auditorium, the Central Branch Library, and a Fire Station. For purposes of this project, the City will be considering space reorganization for 7 of these buildings: City Hall main building, City Hall annex, Parks Administration, Fire Administration, Water Administration, and two separate Economic Development buildings. These buildings contain office space, conference rooms, break areas, public counters, an IT data center, other equipment rooms, and storage for 11 different departments.

1.3 Contact

If you have any questions concerning this solicitation, please call contact Malissa Kaping, CPPB, Senior Buyer, at 831/420-5083, FAX 831/420-5312, email mkaping@cityofsantacruz.com. Please note, as a cost saving measure, City offices are closed every other Friday; please plan accordingly.

1.4 Pre-proposal Meeting

An optional pre-proposal meeting is scheduled for 2:00 p.m. April 3, 2013 in the City’s Planning Conference Room located in room 107 of City Hall at 809 Center Street. (Directions: City Hall is located near the Central Branch Library and the Civic Auditorium. Limited parking is available and change for meters may be needed.)

The purpose of this meeting is to give vendors the opportunity to ask questions regarding the project and have an opportunity to walk-thru the applicable buildings. A review of the RFP process will also be discussed at this meeting. Written clarification, or addenda, will be sent to all vendors who attended the pre-proposal meeting. No instructions or clarifications will be valid unless in writing.

1.5 Proposal Deadline

Proposals are due by 2:00 p.m. April 15, 2013. All proposals will be delivered to the Purchasing division, 809 Center St, Rm 101, Santa Cruz, California, 95060 before the due date. Late proposals may be rejected.

Vendors will deliver one original of the proposal in an envelope before the due date and will provide an electronic copy of the proposal either via flash drive or via email to mkaping@cityofsantacruz.com. The City prefers for the hardcopy proposals to be printed on recycled paper and bound in an easily recyclable format. Email submissions may not be accepted if the corresponding hardcopy original is not submitted before the due date and time.

1.6 Proposal Evaluation and Award

A contract for the City Hall Space Reorganization Project will be awarded based on the following criteria:

1. Proposal is responsive when received on time and completed per instructions,
2. Proposal is compliant with specifications and industry standards,

3. Vendor is offering the lowest overall price for the best value (best value methodology detailed in section 3 of this solicitation),
4. Vendor is responsible; City may consider:
 - a. Possession of industry standard licensing and/or certifications;
 - b. Financial responsibility of the Vendor;
 - c. Experience of the Vendor;
 - d. Adequacy of equipment of the Vendor;
 - e. Past performance of the Vendor; and
 - f. Declared delivery date.

The contract will be awarded on an all or nothing basis and is tentatively scheduled to begin May 2013.

Vendors have the right to take exception to the specifications or terms to this solicitation. Any exceptions taken must be explained in the proposal. Any exceptions that contradict the City's terms and conditions, or contain provisions that are not in the best interest of the City will disqualify the vendor. If exceptions are not explained, the Vendor will comply with the specifications as stated in this solicitation.

The City reserves the right to reject any or all proposals and waive any informality or minor defects in proposals received.

1.7 Organization of this RFP Document

The Request For Proposals (RFP) is organized in these sections:

Section 1- General Information to Vendors: Contains summary scope of work, contact information, proposal due date, and general background information.

Section 2- Specifications: Provides details regarding the contract requirements.

Section 3- Process Instructions: Contains the tentative RFP schedule, explains how the proposals will be evaluated, and presents administrative information on the conduct of the RFP process.

Section 4- Terms and Conditions: Details the City's standard contract terms and conditions.

Section 5- Acknowledgement of Receipt Form: Informs City of Vendor's intent to submit proposal.

Section 6- Proposal Cover Page: Provides basic Vendor contact information and an authorized signature accepting the City's terms and conditions as stated in this solicitation.

Section 7- RFP Questionnaire: Presents questions for Vendor response.

Section 8- Fee Schedule: Provides format for submitting pricing. Fee Schedules will include all costs incidental to performing services according to this solicitation.

Appendix A- Local Business Preference Certification

SECTION 2: SPECIFICATIONS

2.1 Project Summary

The successful Vendor will develop and implement a comprehensive space plan for the reorganization of City Hall offices. The space reorganization plan will include 7 buildings: City Hall main building, City Hall annex, Parks Administration, Fire Administration, Water Administration, and two separate Economic Development buildings.

The intent of this project is to cost effectively reallocate space between multiple departments to:

- provide appropriate access to City staff in regards to public convenience, internal staff communication, and staff safety;
- increase staff efficiency by moving workgroups together;

- provide functional, modern, and ergonomic work spaces;
- allocate space appropriately between departments;
- eliminate underutilized space;
- support concurrent energy efficiency projects; and
- possibly eliminate the need to lease space.

Deliverables required throughout the project should be submitted electronically to the City.

2.2 Project Phases

The following information summarizes the City's requirements for the Project. This information is provided as a guide for developing a comprehensive, cost effective, proposal.

2.2.1 Phase One: Data Collection

The first phase of this Project is to 1) conduct a needs assessment survey, 2) identify locations with existing emergency power for core services, and 3) to evaluate existing furniture for reuse. This phase will begin by meeting with the City's Project Team to discuss goals regarding public access, staffing, and capital projects. The City's Project Team will provide direction on surveying effected City executive, management, supervisory, and service staff.

Based on the results of the needs assessment survey, Vendor will provide a report of possible design features, potential obstacles, and employees or workgroups with unique needs. This report should make recommendations for:

- Accomplishing the goals listed in section 2.1, Project Summary, in a cost effective manner;
- Resolving the immediate space needs of rooms 6, 7, 8, and the Planning areas to be identified; and
- Repurposing existing furniture

2.2.2 Phase Two: Planning, Design Services, and Budget Estimates

The next phase of the Project will result in the Vendor creating 1) a five-year space plan to be implemented in phases and 2) a project schedule based on priorities and financial feasibility.

- Phase Two of the project will begin by the Vendor meeting with the City's Project Team and executives to discuss the feasibility of recommendations delivered in Phase One and determine move priorities. Vendor will develop draft designs and draft a plan for a phased approach, based on priorities and cost, to fully implement the Project.
- In consultation with the City's Project Team, the Vendor will make all necessary revisions to create a final five-year space plan.
- Vendor will be responsible for providing all planning, design services, and budget estimates to fully implement the Project in phases.

2.2.3 Phase Three: Project & Construction Management

Vendor will be responsible for:

- Providing architectural and engineering drawings as needed to fully implement the space plan;
- Assisting in permit process as needed;
- Creating a moving transition plan and timeline;
- Managing construction work as needed;
- Managing the furniture moves, changes, and installations; and
- Assist in coordinating staff moves.

2.3 Responsibilities of City

A project team consisting of qualified city staff from the affected departments will be created to provide information regarding City operations, to evaluate Vendor recommendations, and to assist in finalizing the space plan.

SECTION 3: PROCESS INSTRUCTIONS

3.1 RFP Schedule

The City will make every effort to adhere to the following schedule:

Action	DATE
1. Distribute RFP	03/25/13
2. Pre-proposal meeting	04/03/13 at 2 P.M.
3. Acknowledgement of Receipt Form due	04/08/13
4. Deadline for submitting questions	04/08/13
5. City response to questions	04/10/13
6. Proposal due date	04/15/13 at 2 P.M.
7. Oral presentations for finalists (optional)	04/29/13 (tentative)
8. Proposal evaluation completed	05/01/13 (tentative)
9. Notice of intent to award	05/01/13 (tentative)

3.2 Proposal Format

Vendors will deliver one original of the proposal in an envelope before the due date and will provide an electronic copy of the proposal either via flash drive or via email to mkaping@cityofsantacruz.com. The City prefers for the hardcopy proposals to be printed on recycled paper and bound in an easily recyclable format. Email submissions may not be accepted if the corresponding hardcopy original is not submitted before the due date and time.

The City will not be liable for any expenses incurred by Vendors responding to this solicitation.

Proposals should be organized as follows

1. **RFP Cover Page, Section 6:** Provides basic Vendor contact information and an authorized signature accepting the City's terms and conditions as stated in this solicitation.
2. **Vendor Response to RFP Questionnaire, Section 7:** Answers should be complete and in the order presented. Make your proposal as short as possible and do not include generic marketing materials.
3. **Fee Schedule, Section 8:** Provide complete pricing for all items listed. Include all possible costs. Vendor will not be allowed to charge for costs not included in the proposal.
4. **Optional Appendices or Exhibits:** Vendors may include sample reports, peer review reports, letters of recommendation, or other exhibits that may assist the City in favorably evaluating the Vendor. Do not include generic marketing materials.

Vendors have the right to take exception to the specifications or terms to this solicitation. Any exceptions taken must be explained in the proposal. Any exceptions that contradict the City's terms and conditions, or contain provisions that are not in the best interest of the City will disqualify the vendor. If exceptions are not explained, the Vendor will comply with the specifications as stated in this solicitation.

3.3 Non-Response to RFP

In the event your business decides not to submit a proposal, please return the Acknowledgement of Receipt Form, Section 5. It would be helpful if you indicated why your business did not wish to submit a proposal. Failure to respond to this RFP may result in the removal of your business's name from future bid lists.

3.4 RFP Addenda

The City may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda and it is the Vendor’s responsibility to comply with any addenda to this solicitation. Any addenda will be:

- Emailed to known interested vendors, or
- Posted on the City’s website, www.cityofsantacruz.com, under Bidding Information, or
- Vendors may contact Malissa Kaping, CPPB, Senior Buyer, at 831/420-5083, fax 831/420-5312, or via email at mkaping@cityofsantacruz.com.

3.5 Proposal Evaluation

RFP responses will be evaluated and ranked according to the criteria below by an evaluation committee composed of City staff. The evaluation committee will open and review the proposals in confidence. Proposals will be available to the public after contract award.

<u>Criteria</u>	<u>Weight</u>
a. The vendor’s approach to accomplishing the objectives and scope of services	40%
b. The skills and competencies of the vendor and the vendor’s project team	20%
c. Vendor profile and past experience of the vendor with similar projects	10%
d. Fee schedule (pricing)	30%

3.5.1 Proposal Evaluation Criteria Definitions

a. The vendor’s approach (40%), RFP Questionnaire, Section 7, Questions 4 – 15

Proposals will be evaluated for the vendor’s approach and methods to be used to accomplish the Project as desired.

b. The skills and competencies of the vendor (20%), RFP Questionnaire, Section 7, Questions 16 – 18

Proposals will be evaluated for the vendor and the vendor’s project team skills, knowledge, and availability. The City will also consider how tasks are assigned for key personnel.

c. Vendor profile and past experience (10%), RFP Questionnaire, Section 7, Questions 1 – 3 & 19 – 24

Proposals will be evaluated for the vendor’s experience with completing similar projects, vendor’s longevity, services offered, and areas of expertise.

d. Fee schedule (30%), Section 8

The total cost of the contract will affect 30% of the overall evaluation. The lowest responsive proposer will be given the full points for this criteria and higher proposals will be scored proportionally using the following formula:

$$((\text{Lowest responsive proposer’s price, including discounts \& preferences} / \text{This proposer’s price, including discounts \& preferences}) * 100 = \text{Pre-weighted score}) * 30\%$$

3.6 Optional Evaluation of Semi-Finalists

After the initial proposal evaluation, the City may determine that additional information is needed to establish the final ranking of vendors. The semi-finalists will be contacted and may be asked to:

- Make an oral presentation by responding to pre-established questions,
- Conduct a scenario-based demonstration of the equipment or service,

- Revise the submitted proposal for the purpose of obtaining best and final offers, and/or
- Provide additional information to assist City in determining the best value vendor.

All semi-finalists will be given equal opportunity to provide the requested information to the City. Any oral presentations and/or demonstrations will be scheduled for a mutually agreed upon date, tentatively to be scheduled either April 29th or 30th, and will be at no cost to the City.

The Evaluation Committee will use all information collected to rank the semi-finalists in order of their ability to best meet the requirements of the City. The City will begin negotiating a firm contract with the highest ranked Vendor. If a final agreement cannot be reached, negotiations will begin with the next ranked Vendor.

3.7 Contract Implementation

The contract resulting from this solicitation is tentatively scheduled to begin May 2013. Upon award notification and prior to final contract approval, the successful proposer will be required to submit:

- a. Proof of insurance as specified in section 4.1 of this solicitation;
- b. Documentation of all credentials necessary to legally perform the services specified;
- c. A completed W9 form and, if applicable, non-resident withholding exemption form, if not already on file with the City; and
- d. Proof of a current City of Santa Cruz business tax certificate.

The finalized contract will include the Specifications as listed in Section 2, the Terms and Conditions as listed in Section 4, the Vendor's response to Section 6 (RFP Cover Page), the Vendor's response to Section 7 (RFP Questionnaire), the Fee Schedule as described in Section 8, and any negotiated modifications agreed to by the parties.

3.8 Public Record

Proposals received will become the property of the City. All proposals and any subsequent contracts will be subject to public disclosure per the "California Public Records Act," California Government Code, sections 6250 – 6270, once the City has awarded the contract resulting from this solicitation.

3.9 Award Protests

The City desires to foster cooperative relationships with Vendors and to reach a fair agreement in a timely manner.

The City encourages Vendors to resolve issues regarding the solicitation requirements or the procurement process through written correspondence and discussions at least 5 business days prior to the proposal due date. This will allow the City time to research the validity of the protest and either issue an addendum to the solicitation, cancel the solicitation, or determine the protest to be unfounded and proceed with the solicitation. In the event the protest of specifications is denied and the protester wishes to continue in the protest process, the protesting vendor must still submit a proposal in accordance with the proposal submittal procedures provided in this solicitation.

Questions or concerns prior to the intent to award notice will be directed to:

Malissa Kaping, CPPB, Senior Buyer
phone: 831-420-5083, fax: 831-420-5312,
or email: mkaping@cityofsantacruz.com

Any Vendor who unsuccessfully bids on a city contract or any trade association representing workers who would have potentially been employed by such contract may formally protest a contract award. Protests letters regarding an informal contract award will be directed to:

City of Santa Cruz
Marcus Pimentel, Finance Director
809 Center St, Rm 101
Santa Cruz, California 95060

Protests regarding the contract award must be received no later than 5 business days after the written notice of intention to award has been distributed. The award protest must be in writing and include:

- The name, address, and telephone number of the protester;
- The solicitation title and due date;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

Throughout the protest review process, the City has no obligation to delay or otherwise postpone an award of a contract.

Protests regarding the award resulting from this solicitation must be delivered to Marcus Pimentel, Finance Director **within** 5 business days after the written notice of intention to award is distributed. The Finance Director will review the protest and issue a written response within 10 business days. The decision of the Finance Director will be final.

4. STANDARD TERMS AND CONDITIONS

4.1 Insurance Requirements

The successful Vendor only will be required to submit a certificate of insurance before commencement of work.

Prior to the beginning of and throughout the duration of the contract, the Vendor will maintain insurance in conformance with the requirements set forth below. The Vendor will insure the City against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Vendor, his agents, representatives, employees or subcontractors.

4.1.1 Certificate Requirements

The City will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Santa Cruz, Risk Management, 809 Center St, Rm 7, Santa Cruz, CA 95060,
- Certificate will be signed by an authorized representative,
- An endorsement will be provided to show the City, its officers, officials, employees, and volunteers as additional insured.

4.1.2 Minimum Scope and Limits of Insurance

The Vendor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. The City will be entitled to coverage for the highest limits maintained by the Vendor. Coverage will be at least as broad as:

- *Commercial General Liability (CGL): \$2,000,000* (Including products and completed operations)
Proof of coverage for \$2 Million per occurrence for bodily injury, personal injury and property damage will be provided on Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be twice the required occurrence limit.
- *Automobile Liability: \$1,000,000*

Proof of coverage for \$1 Million will be provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.

- *Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance: \$1,000,000 per accident for bodily injury or disease.*
- *Professional Liability (Errors and Omissions): \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.*

The Vendor will maintain insurance appropriate to the Vendor's profession; with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Insurance must be maintained and evidence of insurance must be provided for at least five years after date of completion of the contract work. The Vendor agrees to purchase an extended period coverage for a minimum of five years after completion of contract work.

4.1.3 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- *Additional Insured Status*
The City, its officers, officials, employees, and volunteers are to be covered as insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an endorsement to the Vendor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10 and CG 20 37 (if a later edition is used).
- *Primary Coverage*
For any claims related to this contract, the Vendor's insurance coverage will be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers will be excess of the Vendor's insurance and will not contribute with it.
- *Notice of Cancellation*
Each insurance policy required above will provide that the City will be notified of any coverage canceled with 30 days' prior written notice (10 days for non-payment).
- *Waiver of Subrogation*
Vendor hereby grants to the City a waiver of any right to subrogation which any insurer of said Vendor may acquire against the City by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Worker's Compensation policy will be endorsed with a waiver of subrogation in favor of the City for all work performed by the Vendor, its employees, agents and subcontractors.

- *Deductibles and Self-Insured Retentions*
Any deductibles or self-insured retentions must be declared to and approved by the City. The City may at its option allow the Contractor to purchase coverage with a lower deductible or retention, or require the Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- *Acceptability of Insurers*
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

- *Verification of Coverage*

Vendor will furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.2 Indemnification

Vendor agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, from and against any and all claims, demands, actions, damages, or judgments, including associated costs of investigation and defense arising in any manner from Vendor's negligence, recklessness, or willful misconduct in the performance of this agreement.

4.3 Governing Law

The contract will be construed and interpreted according to the laws of the State of California.

4.4 Assignment

The City reserves the right to cancel contract if the contract is assigned without written consent of the City.

4.5 Subcontractors

Subcontractors to be used will be listed in the Vendor's proposal. Subcontracting of work after contract award and without prior approval of the City, may result in contract termination. If at any time, the City determines any subcontractor is incompetent or undesirable, Vendor will be notified and will be expected to immediately cancel the subcontract.

4.6 Contract Modifications

All changes to this contract will be approved by both parties in writing through an amendment to the contract.

4.7 Termination of Contract

The City or the Vendor may terminate the contract for convenience by providing written notice to the other party not less than 30 calendar days prior to an effective termination date.

The City or Vendor may terminate the contract for material breach of contract by providing written notice to the other party not less than 14 calendar days prior to an effective termination date.

Upon notice of termination, the Vendor will immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The City's only obligation to the Vendor will be just and equitable payment for materials and/or services authorized by, and received to the satisfaction of, the City up to and including the effective date of termination. All finished or unfinished materials, supplies, goods, or documents procured or produced under the contract will become property of the City upon the termination date. The City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor will be liable for the difference between the prices set forth in the terminated order and the actual cost to the City. In no event will the City be liable for any loss of profits on the resulting order or portion thereof so terminated. After the effective date of termination, Vendor will have no further claims against the City under the contract. Termination of the contract pursuant to this paragraph may not relieve the Vendor of any liability to City for damages sustained by City because of any breach of contract by Vendor, and City may withhold any payments to Vendor for the purpose of set-off until such time as the exact amount of damages due City from Vendor is determined.

The rights and remedies provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

4.8 Force Majeure

Neither party will be held responsible for delay or default caused by declared emergencies, natural disasters, or any other cause which is beyond the party's reasonable control. Vendor will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this agreement.

The City reserves the right to obtain armored transport services from another source during any on-going suspension of service due to the circumstances outlined above.

4.9 Government Regulations

Vendor will comply with all federal, state, and local laws, standards, regulations, licenses, and permits related to services required in the scope of specifications of this solicitation.

4.9.1 City of Santa Cruz Business Tax Certificate

Vendor will maintain a current City of Santa Cruz business tax certificate if:

- a. Vendor is located in the City of Santa Cruz;
- b. Will perform physical work in the City of Santa Cruz for 6 or more days annually; or
- c. Will use company vehicles to deliver within the City of Santa Cruz for 6 or more days annually.

For additional information and licensing requirements, please call the Revenue and Taxation division at 831/420-5070.

4.10 Payment

All invoices will contain correct bid or contract pricing, the applicable purchase order number, and the name of the City employee making the purchase. Invoices will be sent to the division making the purchase. Vendor will submit invoices the City within 60 days of delivery of goods or provision of service. Invoices with incorrect pricing will be returned to the Vendor for correction. The City will pay approximately 30 days after acceptance of goods or services and receipt of correct invoice, whichever occurs last.

The City will take early payment discounts when the net payment period is over 15 days. The payment period will extend to the date that the invoices are paid.

Should the vendor become delinquent with any fees, assessments, or charges due to the City, the City will reduce any amount owed to the Vendor by the delinquent amount owed to the City.

The City reserves the right to audit vendor records when necessary.

4.11 Equal Employment Opportunity

The City of Santa Cruz strongly supports equal employment opportunities for all and requires its Vendors to ensure that effective policies and procedures concerning the prevention of illegal discrimination and harassment exist in their companies. In addition, all Vendors must be in compliance with all applicable Federal and State and local equal employment opportunity acts, laws, and regulations. The City's current Equal Employment Opportunity and Anti-Discrimination policies to which this provision applies may be viewed at

<http://www.codepublishing.com/CA/SantaCruz/?SantaCruz09/SantaCruz0983.html>.

4.12 MacBride Principles and the Peace Charter

City of Santa Cruz Resolution NS-19,378 (7/24/90) encourages all companies doing business in Northern Ireland to abide by the MacBride Principles and Peace Charter.

SECTION 5: ACKNOWLEDGEMENT OF RECEIPT FORM

1. Acknowledgement of Receipt

This Acknowledgement of Receipt Form may be signed and delivered to Malissa Kaping, CPPB, no later than 5 p.m. on April 8, 2013. Fax form to 831-420-5312 or email form to mkaping@cityofsantacruz.com.

The purpose of this form is to notify the City of Vendors interested in submitting a proposal and confirming receipt of all necessary information. Vendors who elect to return this form with the indicated intention of submitting a proposal will receive copies of the City’s response to questions and RFP addenda, if any are issued. However, E-mail notifications sent to known potential vendors are a convenience only.

3.4 RFP Addenda

The City may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda and it is the Vendor’s responsibility to comply with any addenda to this solicitation. Any addenda will be:

- Emailed to known interested vendors, or
- Posted on the City’s website, www.cityofsantacruz.com, under Bidding Information, or
- Vendors may contact Malissa Kaping, CPPB, Senior Buyer, at 831/420-5083, fax 831/420-5312, or via email at mkaping@cityofsantacruz.com.

In acknowledgement of receipt of this Request for Proposals the undersigned agrees that s/he has received a complete copy; beginning with page 1 and ending with page 17.

This vendor does does not (**check one**) intend to submit a proposal.

If not, please provide reason (to assist City in planning future solicitations): _____

Business Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail address: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

SECTION 6: PROPOSAL COVER PAGE

1. Proposal Deadline

Proposals are due by 2:00 p.m. April 15, 2013. All proposals will be delivered to the Purchasing division, 809 Center St, Rm 101, Santa Cruz, California, 95060 before the due date. Late proposals may be rejected.

Vendors will deliver one original of the proposal in an envelope before the due date and will provide an electronic copy of the proposal either via flash drive or via email to mkaping@cityofsantacruz.com. The City prefers for the hardcopy proposals to be printed on recycled paper and bound in an easily recyclable format. Email submissions may not be accepted if the corresponding hardcopy original is not submitted before the due date and time.

2. Proposal Response Sheet

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Santa Cruz "Request for Proposals for City Hall Space Reorganization Project" dated March 2013, at the prices indicated herein.

The undersigned, under penalty of perjury, declares not to be a party with any other business to an agreement to bid a fixed or uniform price in connection with this bid.

The unsigned declares under penalty of perjury that she/he is authorized to sign this document and bind the business or organization to the terms of this contract.

The undersigned recognizes the right of the City of Santa Cruz to reject any or all bids received and to waive any informality or minor defects in bids received.

Vendor Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail address: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

3. Addenda

The City may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda and it is the Vendor's responsibility to comply with any addenda to this solicitation. Any addenda will be:

- Emailed to known interested vendors, or
- Posted on the City's website, www.cityofsantacruz.com, under Bidding Information, or
- Vendors may contact Malissa Kaping, CPPB, Senior Buyer, at 831/420-5083, fax 831/420-5312, or via email at mkaping@cityofsantacruz.com.

How many addenda were issued for this solicitation? _____

SECTION 7: QUESTIONNAIRE

Answer all of the following questions. Any omission may be cause for rejection of proposal. Answers should be complete and in the order presented. A simple "yes" or "no" answer is not adequate.

Vendors have the right to take exception to the specifications or terms to this solicitation. Any exceptions taken must be explained in the proposal. Any exceptions that contradict the City's terms and conditions, or contain provisions that are not in the best interest of the City will disqualify the vendor. If exceptions are not explained, the Vendor will comply with the specifications as stated in this solicitation.

Company profile (To be used in evaluation criteria #c)

- 1) Provide a narrative regarding your company, include the following elements:
 - A brief history of the company including how long the company has been in business;
 - Address of company's headquarters, nearest offices, and branch offices; and
 - Total number of employees in the company and type of employees (e.g. Executives, Project Managers, Architects, Engineers, and Space Planners) available.
- 2) Describe the range of services provided by the company.
- 3) List areas of expertise (e.g. office space planning and design, architecture, engineering, furniture design, furniture installation supervision, project management, or relocation planning).

Evaluation Criteria #a: The proposer's approach to accomplishing the objectives and scope of services
(40% of evaluation)

- 4) Explain your company's methodology and approach to be taken for this project.
 - a. Does your company encourage use of "open office" space, traditional high-walled cubicles, or a hybrid approach?
 - b. The City may consider allowing telecommuting, when appropriate. How would your company's approach to this project help the City handle changing needs, such as telecommuting?
- 5) Provide a clear and detailed scope of work proposed by your company to accomplish the work explained in section 2 of this solicitation.
 - a. Provide a timeline per phase, as suggested in RFP section 2.2.
- 6) Describe process to be used to conduct a needs assessment survey. Explain who will be surveyed, how they will be surveyed, and how the results will be documented.
- 7) Will your space plan recommendations include drawings?
- 8) How often will your company provide status reports to the City project team?
- 9) How does your company monitor timelines, performance, and cost?
- 10) Does your company provide design services for office furniture (i.e. type of furniture to install and location within each office/cubicle)?

- 11) The City would be willing to consider a space allocation plan that includes minor remodeling, such as moving walls. Describe how your company will assist in developing any engineering and architect designs.
- 12) What City resources (i.e. staff time) and data will be needed to accomplish this work?
- 13) Explain your company's preferred method to determine space priorities.
- 14) The City has a desire to reorganize office space in City Hall rooms 6, 7, 8 and a few Planning areas as quickly as possible. Staff should only have to move once and such moves should fit into the final plan. How could this immediate need be incorporated into this project?
 - a. One possible solution has been suggested that a separate team could focus on this area of City Hall with the intent of fast tracking the process while a larger team worked on the total project. Would your company be able to support this solution or do you suggest a different approach?
- 15) How can your company assist in minimizing disruptions to staff and the public?

Evaluation Criteria #b: The skills and competencies of the proposer and the proposer's project team (20% of the evaluation)

- 16) Provide an organization chart that identifies, by name and title, the key personnel who shall be assigned to this contract. Be sure to identify and include subcontractors, if any.
 - a. Identify the tasks to be assigned to each key personnel and subcontractor.
- 17) Provide a brief summary of key personnel and subcontractor qualifications, include relevant experience, formal education, certifications, and professional affiliations.
- 18) Describe availability of key personnel.

Evaluation Criteria #c: Past experience of the proposer with similar projects (10% of the evaluation)

- 19) Describe experience doing similar work for other public agencies, specifically those with multiple buildings and significant levels of walk-in traffic.
- 20) Describe your experience with incorporating open office and telecommuting strategies into similar project designs and key design considerations a client should consider when evaluating open office or telecommuting space.
- 21) Describe experience with conducting needs assessment surveys.
- 22) Describe experience with planning, design services, and providing budget estimates.
- 23) Describe experience with project and construction management.
- 24) Provide three clients references. Include the name of the business, the name of a contact person, the contact's phone number, and the contact's email address.

SECTION 8: FEE SCHEDULE

Pricing Proposal Instructions

1. Provide a price proposal to complete the entire project as explained in section 2 of this solicitation. **Price proposals must contain all anticipated costs** including, but not limited to, travel, equipment, supplies, clerical support, and subcontractors.
 - a. For information and analysis purposes, the price proposal must be broken into phases and must show hourly rates by class of personnel and estimated number of hours. Below is a sample template showing the level of detail expected.
2. Pricing proposals must also include an explanation of under what circumstances the City would be charged for additional work.
3. Explain billing method proposed. Will the City be billed monthly in arrears for actual work performed or at pre-defined milestones? List the milestones, if applicable.

Price Proposal Sample Template

Phase One: Needs Assessment Survey

<i>Charge Description</i>	<i>Hourly Rate</i>	<i>Total Hours Allowed</i>	<i>Extended Cost</i>
Job Classification #1	\$ _____ / hr	_____ hours	\$ _____
Job Classification #2	\$ _____ / hr	_____ hours	\$ _____
Job Classification #3	\$ _____ / hr	_____ hours	\$ _____
Expenses and Travel			\$ _____
Subtotal for Phase One:			\$ _____

Phase Two: Planning, Design Services, and Budget Estimates

<i>Charge Description</i>	<i>Hourly Rate</i>	<i>Total Hours Allowed</i>	<i>Extended Cost</i>
Job Classification #1	\$ _____ / hr	_____ hours	\$ _____
Job Classification #2	\$ _____ / hr	_____ hours	\$ _____
Job Classification #3	\$ _____ / hr	_____ hours	\$ _____
Expenses and Travel			\$ _____
Subtotal for Phase Two:			\$ _____

Phase Three: Project & Construction Management

<i>Charge Description</i>	<i>Hourly Rate</i>	<i>Total Hours Allowed</i>	<i>Extended Cost</i>
Job Classification #1	\$ _____ / hr	TBD	TBD
Job Classification #2	\$ _____ / hr	TBD	TBD
Job Classification #3	\$ _____ / hr	TBD	TBD
Subtotal for Phase Three:			TBD

Evaluation notes: Phase Three will be implemented in phases based on priorities and funding. Therefore, total hours cannot be anticipated at this time. Cost for phase three services will be evaluated and scored based on cost per hour.

Pricing Terms and Conditions

- If the City will be billed for expenses, expenses will be reimbursed no more frequently than once a month and will be only for actual expenses incurred.
- Hourly rates per classification will be firm throughout the contract. These rates will be used to calculate change orders due to scope of work changes.

The following Early Pay Discount and Local Business and Locally Owned Business Preference will reduce the pricing evaluation criteria (as shown in RFP section 3.5) for proposal evaluation purposes. The contract will be awarded for the full amount of the proposal.

Early Pay Discount

The City will take any early pay discount offered as long as the discount period is fifteen days, or greater. This amount will be calculated at the percent offered and will be applied as a discount to the pricing total.

A ____% discount is offered for payment within ____ days.

Local Business and Locally Owned Business Preference

Local Businesses and Locally Owned Businesses must submit Attachment A, Local Business Preference Certification, with the Section 8: Fee Schedule in order to receive the 2% and *additional* 4% preference. Any preference will be applied on the pricing criteria only.

Appendix A:



Local Business Preference Certification

Business Name: _____

Local Businesses and Locally Owned Businesses must submit this certification with each bid or proposal in order to receive the 2% and additional 4% preference applied during the evaluation of any competitive process for goods, supplies, equipment, materials, services, or professional services.

Local Businesses

To qualify for the 2% local business preference, a business must meet the following criteria:

- 1) Does the business have an office with at least one employee located in the City of Santa Cruz?
 Yes No Business Address: _____
- 2) Is the business current in the payment of all taxes, charges, assessments, or fees owed to the City of Santa Cruz?
 Yes No
- 3) Does the business hold a valid City of Santa Cruz business license?
 Yes No DBA/license number: _____

Locally Owned Businesses

To qualify for an additional 4% locally owned business preference, a business must meet the above requirements for a local business and at least 50% of the business' owners must live in the County of Santa Cruz.

To qualify for the locally owned business preference, list all of the business' owners and their county of residence (attach additional sheets if necessary).

Owner Name: _____ County: _____

By submitting this form, I represent that I qualify as a (check all that apply):

- Local Business
- Locally Owned Business

I understand that by submitting false information or failing to disclose material information in order to qualify for the preference my business will be 1) required to pay the city any difference between the contract amount and what the city's cost would have been if the contract had been properly awarded, and 2) prohibited from bidding on any city contract or receiving any city contract for a period of three years of the discovery of facts supporting the same.

Authorized Signature: _____

Name & Title: _____

Date: _____