City of Santa Cruz

REQUEST FOR PROPOSALS (RFP)

Decorative Metal Fencing at Lower Ocean Park Santa Cruz, California

November 12, 2013

1. GENERAL INFORMATION

1.1 Summary Scope of Work

The City of Santa Cruz (the "CITY") is soliciting proposals for decorative metal fencing for the newly constructed lower ocean park. The fencing runs the length of the property adjacent to Riverside Drive and San Lorenzo Boulevard. The length of the fence is 190 feet 7 inches. A total of three gates are required with (2) 10' wide gates located adjacent to San Lorenzo Boulevard and (1) 10' wide gate located adjacent to Riverside Drive. The height of the fence shall be approximately five feet.

1.2 Background

The lower ocean park is currently under construction and will be the City of Santa Cruz's newest neighborhood park, serving the lower ocean neighborhood.

1.3 Contact

If you have any questions concerning this RFP, please call contact Mauro Garcia, Parks Superintendent at (831)420-5366, FAX 831/420-5361, email mgarcia@cityofsantacruz.com.

To learn RFP results, call Mauro Garcia after the due date. Please note, as a cost saving measure, **CITY offices are closed every other Friday**; please plan accordingly.

1.4 Proposal Deadline

Proposals are due by **December 5, 2013.** All proposals will be delivered to the Parks and Recreation Department Administration Building located at 323 Church Street, Santa Cruz, CA 95060 before the due date. **Late proposals will not be considered.**

The RFP Respondent will deliver one unbound original and two copies of the proposal in a sealed envelope before the due date and email a copy of the proposal and any attachments to mgarcia@cityofsantacruz.com on the next business day after the due date. The CITY prefers for proposals to be printed on recycled paper and bound in an easily recyclable format. Email submissions will not be accepted if the corresponding unbound original is not submitted before the due date and time

1.5 Mandatory Pre-Proposal Meeting

A mandatory pre-proposal meeting is NOT required. However, proposers may contact Mauro Garcia to schedule a site visit of the lower ocean park.

1.6 Proposal Evaluation and Award

The decorative fence contract will be awarded based on the following criteria:

1. The proposal is responsive (defined as received on time and completed per instructions),

2. The proposal is compliant with specifications,

3. The RFP Respondent includes total costs for construction and installation.

4. The RFP Respondent is responsible. CITY may utilize the following criteria in determining responsibility:

a. Creativity in design;
b. Experience of the RFP respondent;
c. Proposed cost of fence construction and installation;

5. RFP Respondents may receive a Local Businesses and Locally Owned Businesses preference. Any preference will be applied on the pricing criteria only. See Attachment A for more information.

The contract will be awarded on an all or nothing basis and is with fence installation required no later than **ninety (90) days after notification of award and selection of design by the Parks and Recreation Commission.**

RFP Respondents 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 RFP Respondent. If exceptions are not explained, the RFP Respondent will comply with the specifications as stated in this RFP.

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

1.8 Organization of this Request for Proposals

This RFP is organized into the following sections:

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

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

Section 3- RFP Process: 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 terms and conditions required under the contract.

Section 5- Proposal Cover Page: Provides RFP Respondent contact information and an authorized signature accepting the CITY's terms and conditions as stated in this RFP.

Section 6- RFP Questionnaire: Presents questions to RFP Respondents.

Section 7- Pricing: Provides format for submitting pricing. The proposal will include all costs incidental to performing the work as set forth in this RFP.

Attachment A- Local Business Preference Certification

SECTION 2: SPECIFICATIONS

2.1 Project Overview

This RFP is intended for any Respondent that has the ability to construct and install decorative metal fencing. The CITY is currently constructing the lower ocean neighborhood park. The fence will serve as security fencing on two sides of the neighborhood park and should be designed to provide a barrier for entrance into the park during off hours.

The fence should be designed at approximately five (5) feet in height with three entrance gates.

.

2.2 Responsibilities of Contractor

1. The Contractor shall construct and install approximately 191 feet of decorative metal fencing (including three 10' gates) at the lower ocean park.

2. The Contractor shall conduct repairs on all defects for a period of one year.

2.3 Responsibilities of CITY

1. The CITY will inspect installation of fencing.

2. The CITY will provide the contractor access to the lower ocean park during construction and installation of fencing.

2.4 Installation

Prior to installing the fencing, the Contractor shall meet with the Parks Superintendent and obtain approval for the final design, placement, and installation of the fencing.

2.5 Damage

The Contractor will be responsible for any damage to CITY property during the installation of the fencing. In the event that there is damage to CITY property, the Licensee will immediately report the incident to the CITY in writing. Any such damage will be repaired or replaced with same by the Contractor at the Contractor's expense and to the satisfaction of the CITY.

2.6 Warranty

The Contractor warrants that the fencing provided and/or work performed under the Contract Agreement complies with all specifications, is free of liens and encumbrances, and that workmanship and materials are free from defects.

The Contractor agrees to replace or repair any equipment that is damaged or defective during normal usage within a one year term, at no cost to the CITY. Such repair or replacement will occur within a reasonable time frame, to the satisfaction of the CITY.

2.7 The Contractor's Employee Conduct

The Contractor agrees to remove any employee whose conduct is improper, inappropriate, or offensive as determined by the CITY. A removed employee(s) is not to work under the Contract Agreement without the written consent of the CITY. The Contractor will remove any employee working under the Contract Agreement who is convicted of a felony during his/her employment.

SECTION 3: RFP PROCESS

3.1 RFP Schedule

ACTION	DATE
1. Issue RFP	**November 12, 2013**
2. Pre-proposal meeting	**Not Required**
3. Proposal due date	**December 5, 2013**
4. Proposal evaluation completed	**December 10, 2013**
5. Notice of intent to award	**December 11, 2013**

3.2 Proposal Format

Proposals shall be organized as follows

1. **RFP Cover Page (Section 5):** Provides contact information and an authorized signature accepting the CITY's terms and conditions as stated in the RFP.
2. **Response to RFP Questionnaire (Section 6):** Answers should be complete and in the order presented. Proposals should be as short as possible and should not include generic marketing materials.
3. **Optional Appendices or Exhibits:** RFP Respondent may include product submittals, sample reports, peer review reports, letters of recommendation, reference contacts or other exhibits that may assist the CITY in favorably evaluating the RFP Respondent. Do not include generic marketing materials.

   RFP Respondents have the right to take exception to the specifications or terms to this RFP. 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 RFP Respondent. If exceptions are not explained, the RFP Respondent will comply with the specifications as stated in this RFP.

3.3 RFP Addenda

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

- Emailed to known interested RFP Respondents, or
- Posted on the CITY's website, www.cityofsantacruz.com, under Bidding Information, or
- Respondents may contact Mauro Garcia, Parks Superintendent at (831)420-5366, FAX 831/420-5361, email mgarcia@cityofsantacruz.com.

3.4 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.

Criteria Weight

1. Proposed fence designs and work plan. RFP respondents shall submit a total of **three** fence design options. 60%

The fence design offered by the RFP Respondent will affect 60% of the overall evaluation.

2. The Respondent's qualifications, experience and references 20%

Proposals will be evaluated for the RFP Respondent's qualifications, experience and references. List all permits, licenses and professional credentials that your company maintains. The criteria will also include an evaluation of the The RFP Respondent's longevity, projected financial stability, and performance on similar contracts.

3. Pricing 20%

Proposals will be evaluated for the RFP Respondent's ability to provide the fencing and work specified in this RFP. RFP Respondents who meet the Local Businesses and Locally Owned Businesses preference will receive a 2% or 6% increase for cost evaluation purposes only. The highest responsive offer will be given the full points for this criteria and lower offers will be scored proportionally using the following formula:

The RFP Respondent's offer (including applicable preferences) will be divided by the highest responsive offer (including applicable preferences) then multiplied by 100 to equal the pre-weighted score. The pre-weighted score is then multiplied by 60% to obtain the weighted score.

Any costs must be explained in the proposal. The CITY will not bear any cost or pay any expenses not explained in the proposal.

The Evaluation Committee will use all information collected to rank the finalists in order of their ability to best meet the requirements of the CITY. The CITY will begin negotiating a Contract Agreement with the highest ranked RFP Respondent. If no agreement can be reached, negotiations will begin with the next ranked RFP Respondent.

3.5 Contract Agreement Implementation

The Contract Agreement resulting from this solicitation is tentatively scheduled begin immediately upon award notification, the successful RFP Respondent will be required to submit:

a. Proof of insurance as specified in section 4.1 of this RFP;

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 if the RFP Respondent is located in, or performs services within, the CITY limits for more than 6 days annually.

3.6 Public Record

Proposals received will become the property of the CITY. All proposals and the Contract Agreement 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 Agreement resulting from this RFP.

3.7 Award Protests

The CITY desires to foster cooperative relationships with RFP Respondents and to reach a fair agreement in a timely manner.

The CITY encourages RFP Respondents to resolve issues regarding the RFP 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 RFP, cancel the RFP, or determine the protest to be unfounded and proceed with the RFP. In the event the protest of specifications is denied and the protester wishes to continue in the protest process, the protesting RFP Respondent 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:

Mauro Garcia, Parks Superintendent at (831)420-5366, FAX 831/420-5361, email mgarcia@cityofsantacruz.com.

Any RFP Respondent 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
Parks and Recreation Department
Dannettee Shoemaker, Director
323 Church St.
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 RFP 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.

The Parks and Recreation Director will review the protest and issue a written response within 10 business days. The decision of the Director will be final.

4. STANDARD TERMS AND CONDITIONS

4.1 Insurance Requirements

Prior to the beginning of and throughout the duration of the work, the Contractor will maintain insurance in conformance with the requirements set forth below. The Contractor 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 Contractor, his agents, representatives, employees or subcontractors.

4.1.1 Insurance 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 Licensee 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 Licensee. Coverage will be at least as broad as:

- *Commercial General Liability (CGL): $1,000,000* (Including products and completed operations)
  Proof of coverage for $1 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 the Licensee 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.

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 Licensee 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 Licensee'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 Licensee'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 Licensee'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*
  The Licensee hereby grants to the CITY a waiver of any right to subrogation which any insurer of said Licensee may acquire against the CITY by virtue of the payment of any loss under such insurance. The Licensee 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 Licensee, 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 Licensee to purchase coverage with a lower deductible or retention, or require the Licensee 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*
  The Licensee 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 Licensee'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

The Contractor 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 Contractor's negligence, recklessness, or willful misconduct in the performance of this agreement.

4.3 Governing Law

The Agreement resulting from this solicitation will be construed and interpreted according to the laws of the State of California.

4.4 Prevailing Wage

This project is subject to prevailing wage.

STATE PREVAILINGWAGE RATE REQUIREMENTS FOR BIDS:

A. In accordance with the provisions of California Labor Code Sections 1770, 1771.5, 1773, 1773.1, 1773.2, 1773.6, and 1773.7, the general prevailing rate of wages in the County of Santa Cruz in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the California Department of Industrial Relations publication entitled General Prevailing Wage Rates. Interested parties can obtain the current wage information by submitting their requests to the Department of

Industrial Relations, Division of Labor Statistics and Research, PO Box 42603, San Francisco CA 94142, or on the World Wide Web at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm
The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective.

B. Copies of prevailing wages in effect for the contract shall also be posted at the job site and at the Contractor's Main office. In accordance with California Labor Code sections 1810, 1811, and 1815, eight (8) hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or any officer thereof. Payroll records shall be prepared and maintained in accordance with California Labor Code Section 1776.

C. The Agency hereby advises all bidders that the successful bidder shall:

1. Employ the appropriate number of number of apprentices on the job site as set forth in California Labor Code Section 1777.5;
2. Provide worker's compensation coverage, as set forth in California Labor Code Sections 1860 and 1861;
3. Keep and maintain the records of work performed on the public works project, as set forth in California Labor Code Section 1812;
4. Keep and maintain the records required under California Labor Code section 1776 which shall be subject to inspection pursuant to California 1776 and California Code of Regulations, Title 8, Subchapter 3, Article 6, Section 16400(e); and
5. Be subject to other requirements imposed by law

D. In accordance with California Labor Code 1771.5, this project includes a Labor Compliance Program (LCP) that authorizes the establishment of an LCP to enforce prevailing wage requirements on public works construction projects.

For questions or assistance concerning the Program, contact the City's Labor Compliance Officer, Richard Perez, Labor Consultants of California, P. O. Box 1875 Hanford, CA. 93232; telephone number: (559) 584-7499 or by email at laborc@cnetech.com

4.5 Assignment

The Contract Agreement may not be assigned without the express written permission of the CITY.

4.6 Subcontractors

Subcontractors to be used will be listed in the RFP Respondent's proposal. The City reserves the right to reject any subcontractor proposed. Subcontracting of work after award and without prior written approval of the CITY, may result in termination of the Contractor Agreement. If at any time, the CITY determines any subcontractor is incompetent or undesirable, Contractor will be notified and will be expected to immediately cancel the subcontract.

4.7 Term of Agreement

The term of the Agreement will commence upon execution of the Agreement and continue until warrantee period has expired.

4.8 Termination of Agreement

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.

4.9 Safety

All service(s) and item(s) provided will comply with applicable safety laws, regulations, and standards. The Contractor will provide proof of compliance, if requested by the CITY.

4.10 Government Regulations

The Contractor will comply with all federal, state, and local laws, standards, regulations, licenses, and permits related to work under the Contractor Agreement. This includes, but is not limited to, maintaining a current City of Santa Cruz Business Tax Certificate.

4.11 City of Santa Cruz Business Tax Certificate

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

a. The **Contractor** 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.

4.12 Storm Water Requirements

The Contractor, and any subcontractors, are required to abide by the City of Santa Cruz Storm Water Management Plan. The Storm Water Management Plan and the BMPs are located on the CITY website at: http://www.cityofsantacruz.com/index.aspx?page=138.

4.13 Equal Employment Opportunity

The City of Santa Cruz strongly supports equal employment opportunities for all and requires its Contractor to ensure that effective policies and procedures concerning the prevention of illegal discrimination and harassment exist in their companies. In addition, all Licensees 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.

4.14 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: PROPOSAL COVER PAGE

1. **Proposal Deadline**

   December 5, 2013, 4:00 pm, Pacific Standard Time

2. **Proposal Response Sheet**

   The undersigned, upon acceptance, agrees to furnish all work, materials, and products per the City of Santa Cruz "Request for Proposals for Decorative Metal Fencing at Lower Ocean Park" dated November 12, 2013, per the Contractor Agreement 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 RFP.

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

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

   RFP Respondent Name: _____

   Address: _____

   Telephone Number: _____

   Fax Number: _____

   E-mail address: _____

   Signature of Authorized Representative: _____

   Printed Name of Authorized Representative: _____

3. **Addenda**

   The RFP Respondent submits the following addenda with this proposal (list addenda by number):

   _____

   If no addenda submitted with this proposal, check this box: ☐

SECTION 6: 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.

The RFP Respondent has the right to take exception to the specifications or terms to this RFP. 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 RFP Respondent. If exceptions are not explained, the RFP Respondent will comply with the specifications as stated in this RFP.

Criteria #1: Proposed Designs and Work Plan

1) Attach three design options.

2) If you will subcontract portions of the work, list all subcontractors to be used. Include business name, address and phone number.

3) Explain your proposed work plan. List tasks to be completed, identify who will do the work, and provide a timeline.

4) Explain any superior products to be used or specialized services offered.

Criteria #2: Qualifications, Experience, and References

1) Describe business background and qualifications.

2) Describe experience doing similar work.

3) Provide the name and contact information of three customers for whom you installed similar fencing.

SECTION 7: Project Cost

Total cost for design, construction and installation of decorative metal fencing at lower ocean park:

$_____

Attachment 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. **Any preference will be applied on the pricing criteria only.**

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: _____

Owner Name: _____ County: _____

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: _____Date _____

Name & Title: _____