



## **Request for Proposal**

No. RFP No. FN-0125

FOR

DISASTER COST RECOVERY

**Contact:** Denise Reid, Principal Management Analyst

**Email:** dreid@santacruzca.gov

**RESPONSE DEADLINE:** May 13, 2024, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/santacruzca>

City of Santa Cruz  
Disaster Cost Recovery

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Attachments:

A - Cost Proposal

B - Sample\_Professional\_Services\_Agreement\_for\_Disaster\_Cost\_Recovery

## 1. INTRODUCTION

### 1.1. Summary

The City of Santa Cruz is issuing a solicitation for Disaster Cost Recovery for a qualified firm that specializes in post disaster recovery and reimbursement. Interested Consultants should have expertise in State and Federal regulations and documentation related to procurement and reimbursement following a declared State and/or Federal major Disaster Declaration, and the ability to analyze immediate and long-term recovery needs. This would include experience working with agencies in support of recovery efforts under State and federal aid programs, including FEMA and Cal OES.

### 1.2. Background

The City of Santa Cruz was incorporated in 1866 and formed its current charter in 1948. It is governed under a Council/Manager form of government. A Mayor and six Council members set policy for the City and a City Manager serves as chief administrator of those policies. The City is located on the coast, 75 miles south of San Francisco on the northern edge of the Monterey Bay. It encompasses 15.8 square miles with cultural and ethnic diversity among its population of 65,000. Santa Cruz is part of the National Marine Sanctuary and is a popular tourist destination owing to its beaches, surf culture, and historical landmarks.

The City provides a full range of municipal services and facilities including a recreational wharf, public golf course, over thirteen hundred acres of open space, full beach services, refuse management, law enforcement, fire protection, and water and wastewater utilities. The City is also host to University of California Santa Cruz, the Santa Cruz Harbor, and the Santa Cruz Beach Boardwalk amusement park.

Disaster Cost Recovery is time consuming and staff labor intensive in order to meet all the requirements to ensure all processes, procedures and specifications are being followed, audit findings are minimized, timelines are met, and overall project execution is done in a compliant manner. An important part in Disaster Cost Recovery is maintaining detailed internal controls and is emphasized significantly in the federal grant management guidelines. The proposed scope of work is required to assist staff members in continuing to produce and improve internal controls to ensure all state and federal cost recovery occurs without issue.

The Disaster Cost Recovery consultant contract will be managed within the Finance Department and will work in conjunction with our OES and EOC Director staff member.

### 1.3. Contact Information

**Denise Reid**

Principal Management Analyst

Email: [dreid@santacruzca.gov](mailto:dreid@santacruzca.gov)

Phone: [\(831\) 420-5068](tel:(831)420-5068)

**Department:**

Finance

**Department Head:**

Elizabeth Cabell

Finance Director

**1.4. [Timeline](#)**

The City will make every effort to adhere to the following tentative schedule. All dates set forth in this RFP are subject to change at the City's sole discretion. Any change will be set forth in an addendum. All references in this RFP to "time" are Pacific Standard Time.

<b>Release Project Date</b>	April 17, 2024
<b>RFP Questions and Clarification Due Date</b>	April 22, 2024, 5:00pm
<b>Question Response Deadline</b>	April 29, 2024, 5:00pm
<b>Proposal Submission Deadline</b>	May 13, 2024, 5:00pm
<b>Oral Interviews</b>	Interviews will be held the week of May 20, 2024.

## 2. GENERAL INFORMATION FOR PROPOSERS

### 2.1. Summary Scope of Work

All applicants must provide thorough and comprehensive responses that clearly demonstrate their team's approach to and consistency with the below-mentioned standards.

The City invites qualified firms to respond to this Request for Proposal (RFP) for the project ("Project") titled below:

Disaster Cost Recovery

RFP No. **RFP No. FN-0125**

The City anticipates awarding a contract to a vendor for a 3 year term with the option of two-one (1) year term extensions if City so elects. The Proposer will provide the services outlined in Section PRELIMINARY SCOPE OF WORK.

The successful Proposer shall furnish all tools, equipment, materials, tax, apparatus, facilities, labor, transportation, supervision, and management, not specifically provided by the City, to complete the work described in this RFP. The successful Proposer will provide a brief statement of services, as detailed further in Section PRELIMINARY SCOPE OF WORK.

### 2.2. Contact

If you have any questions concerning this solicitation, please ask questions utilizing City's e-Procurement Question & Answer feature. This RFP document may be downloaded from the City's e-Procurement Portal at <https://procurement.opengov.com/portal/santacruzca/projects/89699>. For technical assistance, contact OpenGov using the real-time chat feature on the Portal (located in the lower right-hand corner of the screen), or via email at [procurement-support@opengov.com](mailto:procurement-support@opengov.com) for support. All questions must be received by 5:00 pm on Monday, April 22, 2024.

### 2.3. Proposal Submittal Due Date

Proposals are due no later than 5:00 pm on Monday, May 13, 2024, to guarantee review. Proposals received after the deadline will be deemed non-responsive. All proposals will be submitted via City's e-Procurement Portal at: <https://procurement.opengov.com/portal/santacruzca/projects/89699>. Proposers take full responsibility for City's receipt of its Proposal. The City will not be liable for any expenses incurred by Proposers in responding to this solicitation, including but not limited to any costs associated with interviews.

It is the responsibility of the Proposer to ensure that electronic submittals are received by the City prior to the deadline.

### 2.4. Pre-Proposal Meeting

A pre-proposal meeting will not be held for this RFP.

## 2.5. [Responsiveness and Responsibility](#)

When determining the **Responsiveness** of the proposal, the City may consider any of the following but not limited to:

- A. Proposal received on time and completed per instructions.
- B. Proposal contains required contents, forms and signatures submitted in accordance with RFP instructions.
- C. Proposal is compliant with specifications and industry standards.

When determining the **Responsibility** of the Proposer, the City may consider any of the following but not limited to:

- A. Possession of industry standard licensing and/or certifications.
- B. Financial capacity of the Proposer.
- C. Experience or past performance of the Proposer.
- D. Use of Subcontractors / Subconsultants.
- E. Past, Present and Pending Legal Actions.
- F. Exceptions with City's Terms and Conditions.
- G. Anticipated adherence with Project delivery schedule.
- H. Ability to respond to City's inquiries for proposal clarification.

Proposers have the right to take exception to the specifications or terms and conditions of this RFP, however, such exceptions may deem the proposal non-responsible. Any exceptions taken must be explained in the proposal and submitted by the submittal due date. 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 Proposer. If exceptions are not explained, the Proposer will comply with the specifications as stated in this RFP. Exceptions submitted after the proposal due date will not be accepted.

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

## 2.6. [Definitions](#)

In this RFP document:

- A. "Proposer" means contractor, firm, supplier, vendor, or consultant submitting a proposal to this RFP.
- B. "Proposal" means the complete submittal of Proposer to the City in response to this RFP, including any written documentation and oral interview responses.
- C. "Subcontractor" means those performing any portion of the services as subcontractors, vendors, suppliers, and other business entities and individuals that is not the Proposer.

- D. “Key Staff”, if required, means the employees of the Contractor or subcontractor(s) that will provide project leadership or expertise in lead technical services and are considered essential to the success of the Project.
- E. “Contract” also means Purchase Order or Agreement.

### 3. PROCESS INSTRUCTIONS

#### 3.1. Questions and Requests for Clarification and Addenda

Questions or concerns regarding any aspect of this RFP shall be sent via City's e-Procurement Portal's Question & Answer feature and received by the date identified in **Timeline in INTRODUCTION Section**. Any questions or objections not submitted within the time and manner stated above or to anyone other than the above-stated contact will be deemed waived. The City is not bound by the oral representation of any City employee or official. Answers to questions received will be sent out in the City's procurement portal.

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 Proposer's sole responsibility to comply with any addenda to this RFP. Addenda will be posted on the City's e-Procurement Portal, <https://procurement.opengov.com/portal/santacruzca/projects/89699>, under Bidding Information.

#### 3.2. Proposal Evaluation Criteria

RFP responses will be evaluated and ranked according to the evaluation criteria identified in the sub-sections Responsiveness and Responsibility in GENERAL INFORMATION FOR PROPOSERS section, 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 the contract award.

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

- 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 proposer.

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 Proposer. If no agreement can be reached, negotiations will begin with the next ranked Proposer.

#### 3.3. Responsiveness

Does the proposal meet the minimum requirements in **Sub-Section Responsive and Responsibility of Section GENERAL INFORMATION FOR PROPOSERS** to be responsive (the submittal includes all of the required documentation).

#### 3.4. Responsibility

Does the proposal meet the minimum requirements in **Sub-Section Responsive and Responsibility of Section GENERAL INFORMATION FOR PROPOSERS** to be responsive (the submittal includes all of the required documentation).

The total maximum score for the evaluation of proposals is 100 percent (100%). Proposals will be evaluated by the EC using the Proposal Evaluation Criteria as set forth in Section EVALUATION CRITERIA.



Proposals that are deemed responsive, from a Proposer that has been deemed responsible, will be evaluated based on the Evaluation Criteria below. Evaluation and scoring of proposals will be based on how likely the proposal content meets or exceeds the performance requirements of this RFP.

The City may conduct interviews and oral presentations with the highest scoring Proposers. The City reserves the right to waive the interview process and evaluate the Proposer based on the Proposal Evaluation Criteria alone. Should interviews and oral presentations be conducted, proposals will be evaluated by the EC using the Interview and Oral Presentation Evaluation Criteria as set forth below. Proposers will be responsible for all their expenses associated with the interview and oral presentation. The City reserves the right to conduct interviews and oral presentations with qualified contractors by web or teleconference.

### 3.5. Negotiations

Upon the City's final ranking of proposals, the Proposers shall be prepared to enter negotiations to enter into the Contract. The City will first begin negotiations with the top-ranked Proposer(s). If the City and the top-ranked Proposer(s) do not reach an agreement, then the City may negotiate with the next highest-ranked Proposer. This process will continue until the City reaches an agreement with a Proposer(s) or terminates the procurement. The City may begin negotiating with the next highest-ranked Proposer whenever the City determines that doing so is in its best interest, and the City may negotiate with more than one Proposer at the same time.

The failure of the highest-ranked Proposer to comply with any of the requirements of this section shall constitute grounds for the City to negotiate the agreement with the next top-ranked Proposer. Upon completion of successful negotiations, the City will issue a written Notice of Intent to Award (NOITA) letter to all Proposers which lists the "Successful Proposer" that the City recommends for award of an agreement.

### 3.6. Public Record

Proposals received are the property of the City. All proposals, evaluation documents, and any subsequent contracts will be subject to public disclosure per the "California Public Records Act," (CPRA) California Government Code, sections 7920.000 – 7931.000. All documents related to this solicitation will become public records once discussions and negotiations with proposers have been fully completed and a Notice of Intent to Award (NOITA) letter to all Proposers is issued.

If Proposer's proprietary information is contained in documents or information submitted to City, and Proposer claims that such information falls within one or more CPRA exemptions, Proposer must clearly mark such information "Confidential and Proprietary," and identify the specific lines containing the information. In the event of a public request for such information, City will make best efforts to provide notice to Proposer prior to such disclosure. If Proposer contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Cruz County before the City is required to respond to the CPRA request. If Proposer fails to obtain such remedy within the time the City is required to respond to the CPRA request, City may disclose the requested information without any liability to Proposer. Proposer further agrees that it shall defend, indemnify and hold City harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney's fees) that may

result from denial by City of a CPRA request for information arising from any representation, or any action (or inaction), by the Proposer.

### 3.7. Award Protests

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

The City encourages Proposers 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 any stated issues and either issue an addendum to the RFP, cancel the RFP, 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 Proposers 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:

Denise Reid, Principal Management Analyst, dreid@santacruzca.gov

Any Proposer 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. Protest letters regarding a formal contract award will be directed to:

City of Santa Cruz  
City Clerk Administrator  
809 Center Street, Room 9  
Santa Cruz, California 95060

Protests will be filed with the City Clerk's office no later than 5 business days after the written Notice of Intent to Award is sent by the City. Protest letters will include:

- The name, address, and telephone number of the protester;
- The Project title, RFP Number, and RFP due date;
- Name of City employee and Department designated as the contact in the original RFP;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

The City Council will hear the protest prior to award of the contract. The protesting party may protest the City's or successful Proposer's failure to comply with the requirements of the Purchasing Ordinance or the solicitation documents. The protest must clearly set forth the basis for the protest; grounds not set forth in the written protest will not be considered by the City Council at the protest hearing. The City Council will sustain a protest if the protesting party demonstrates by clear and convincing evidence that, as specified above, the City would act improperly in awarding the contract. The decision of the City Council is final.

### 3.8. [Debriefing](#)

A debriefing may be held after the contract award with the City and a Proposer for the Proposer to receive information about the evaluation of their proposal. A Proposer shall submit a written request to the City for a debriefing shall within thirty (30) days after the issuance of the NOITA. The debrief conference will be allotted a maximum of thirty (30) minutes and will consist only of evaluating the requesting Proposer's Proposal.

### 3.9. [Contract Implementation](#)

Upon award notification and prior to final contract approval, the successful proposer will be required to submit:

- Proof of insurance and prevailing wage compliance documentation as specified in **Sub-Section Insurance Requirements and Sub-Section Prevailing Wage in Section Terms and Conditions** of this RFP;
- Documentation of all credentials necessary to legally perform the Project specified;
- A completed W9 form and, if applicable, non-resident withholding exemption form, if not already on file with the City; and
- Proof of a current City of Santa Cruz business tax certificate if the proposer is located in, or performs services within, the city limits for more than 6 days annually.
- The finalized contract will be in the form included as **Appendix A Sample Agreement** herein, and include the **RFP documents**, the Proposer's response to **RFP and Vendor Questionnaire**, the Budget as described in **Cost Proposal**, and any negotiated modifications agreed to by the parties.

### 3.10. [Reservation of Rights](#)

The City, at its sole discretion, reserves the following rights:

- To reject any or all proposals or information received pursuant to this RFP;
- To waive any informality or minor defects in proposals received;
- To supplement, amend, substitute, or otherwise modify this RFP at any time by means of written addendum;
- To cancel this RFP with or without the substitution of another RFP or prequalification process;
- To cancel the scope of services awarded through this RFP process with or without the substitution of another RFP or prequalification process;
- To request additional information from a Proposer;
- To bid separately any item or items where it is determined by the Purchasing Manager that:
  - A substantial savings in cost will result due to a large quantity purchase, or

- The commodity is not appropriately classified under this specification contract.
- To verify the qualifications and experience of each Proposer;
- To require one or more Proposers to supplement, clarify, or provide additional information in order for the City to evaluate proposals submitted.

### 3.11. Environmental Conservation and Sustainable Living

The City of Santa Cruz has long been an advocate for environmental conservation and sustainable living. This includes, but is not limited to, the Green Business Program, the Living Wage Ordinance, the Clean Ocean Business Program, the Green Building Program and Climate Action Plan 2030 goals which define greenhouse gas reduction objectives to reduce community-wide greenhouse gas emissions 40 percent by 2030 and 100 percent by 2035 (compared to 1990 levels). In your proposal, please provide information about your company regarding any existing environmental conservation goals or guidelines, environmental or greenhouse gas emissions disclosures, Green Business certifications, existing alternative fuel service vehicles, superior employee benefit policies, or other applicable policies.

### 3.12. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this RFP. Proposers acknowledge and agree that their Proposals will become the property of the City and may be used by the City in any way deemed appropriate.

## 4. EVALUATION CRITERIA

### 4.1. Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p><b>Adherence to RFP Requirements</b></p> <p>To be considered responsive, the proposal shall include the information detailed in this section. Proposer must provide information in the proposal in the same order as shown below. The proposal shall be separated into the sub-headings referenced below. Failure to provide this information may result in a proposal being considered non-responsive to requirements.</p> <p><b><u>Proposal Format</u></b></p> <p>Proposals should be organized as follows:</p> <ul style="list-style-type: none"> <li>• <b>Cost Proposal</b> Provide a comprehensive cost proposal (using the provided template in Appendices) uploaded separately in the Procurement Portal.</li> <li>• <b>Written Technical Proposal</b></li> <li>• <b>Optional Appendices or Exhibits:</b> Proposers may include sample project information, sample reports, peer review reports, letters of recommendation, or other exhibits that may assist the City in favorably evaluating the proposal. Do not include generic marketing materials.</li> <li>• Proposals will be deemed non-responsive and removed from further consideration if the Proposal is not received in accordance with the terms of this RFP or the Proposer does not meet the basic minimum qualifications and proposal requirements set forth in this RFP.</li> </ul> <p>Proposals shall be typed, as concise as possible, and shall not include any unnecessary promotional material. The Proposer shall provide the information required in this Evaluation Criteria section and comply with the maximum page limitations provided for each subsection of the proposal. The RFP Required Submittal Documents do not count toward applicable section page limits.</p> <p>Resumes shall be included as a separate attachment. Number every page sequentially</p>	0-100 Points	<p>5 (6.7% of Total)</p>
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	<p>beginning with the cover page, including any text charts and graphic pages and including attachments and exhibits.</p> <p>Narrative pages are to be 8½x11 inches. 11x17 pages, if used, shall be used sparingly and only where required to convey related information that cannot otherwise be accommodated on an 8½x11 page. 11x17 will count as two pages.</p> <p>The proposal shall use Arial or a similar, easily readable font. A minimum of 11-point font size and 1.25-line spacing is required for text. Narrow or condensed fonts are not permitted. Font restrictions do not apply to attachments. Different size fonts will be allowed for headings, charts, tables, and graphics and must be easily readable.</p>		
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2.	<p><b>Firm Background Information</b></p> <p>This section must include the following (maximum 2 pages):</p> <ul style="list-style-type: none"> <li>A. Legal name, addresses, telephone numbers of the principal office (national headquarters) and local office. Include the same information if services will be provided from additional locations.</li> <li>B. Year established and history.</li> <li>C. Business entity status (i.e., partnership, corporation, LLC).</li> <li>D. Indicate if Proposer has defaulted in its performance of an agreement or project during the past five (5) years which has led the other party to terminate the agreement and if so, the identity of the parties involved and the circumstances of the default or termination.</li> <li>E. Respond to the following: <ul style="list-style-type: none"> <li>1. Explain any pending litigation, liens, or claims involving your organization.</li> <li>2. Has your company filed for bankruptcy in the last ten (10) years?</li> </ul> </li> <li>F. Provide information about your company regarding environmental conservation practices or objectives, Green Business certifications, alternative fuel service vehicles, superior employee benefit policies, or other applicable policies that align with <b>Sub-Section Environmental Conservation and Sustainable Living in Section Process Instructions</b>.</li> </ul>	0-100 Points	10 (13.3% of Total)
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3.	<p><b>Firm Qualifications, Expertise, and Experience</b></p> <p>In this section (maximum 5 pages), include the following:</p> <p>A. Describe the Proposer's qualifications and experience working on similar, relevant, or related projects that were completed, as outlined in <b>Section Preliminary Scope of Services</b>.</p> <p>B. Describe how the Proposer (or Proposers if submitting a jointly prepared proposal) is organized to provide the required services as outlined in <b>Section Preliminary Scope of Services</b>.</p> <p>C. If utilizing any subconsultants and/or subcontractors, describe their qualifications working on similar, relevant, or related projects that were completed, as outlined in <b>Section Preliminary Scope of Services</b>.</p> <p>D. Provide a list of all services Proposer has performed for the City in the past three (3) years, include a description of the services, date of engagement(s), members of the proposed team that performed the services. Indicate if Proposer served as the prime contractor or as a subcontractor.</p>	0-100 Points	15 (20% of Total)
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4.	<p><b>Team Qualifications, Expertise, and Experience</b></p> <p>In this section (maximum 5 pages), include the following:</p> <p class="list-item-l1">A. Provide the names, qualifications, certifications, and relevant technical experience of personnel and subcontractors of the proposed project team who will perform the services described in <b>Section Preliminary Scope of Services</b>. Include details about their experience with similar projects with comparable magnitude.</p> <p class="list-item-l1">B. Provide resumes for each member of the proposed project team and include the qualifications and experience suited to the proposed assignment. Include resumes as a separate attachment.</p> <p>If awarded the contract, Proposer shall make every effort to ensure that the staff resources identified in the proposal will be available for the Project. If staff identified in the proposal are not available, the City reserves the right to review and approve alternate personnel.</p>	0-100 Points	15 (20% of Total)
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5.	<p><b>Technical Approach and Work Plan</b></p> <p>A. Technical Approach: Describe your approach to completing <b>Section Preliminary Scope of Services</b>. Identify deliverables and key decision points. Provide comments regarding the proposed <b>Section Preliminary Scope of Services</b>. This may be used as an opportunity to expand upon your team's specific experience and expertise, and to outline any changes you believe would help achieve the Project's goals and objectives.</p> <p>B. Work Plan: Describe how the project team will fulfill the <b>Section Preliminary Scope of Services</b>. Include a detailed project schedule in the <b>Project Schedule Document</b>. Provide a matrix of personnel, tasks, and an estimated effort in hours.</p> <p>The work plan shall include a process for delivery of the range of services outlined in <b>Section Preliminary Scope of Services</b>. To the extent possible, the proposal shall reflect the roles and responsibilities of team members in the major tasks outlined in the <b>Section Preliminary Scope of Services</b> and strategies to accommodate the staffing needs for each task order. As appropriate, include tools and techniques you could use in addressing challenges and delivering services outlined in <b>Section Preliminary Scope of Services</b>.</p> <p>Proposers shall address all major tasks outlined in <b>Section Preliminary Scope of Services</b> and as appropriate, suggest supplemental tasks/sub-tasks for incorporation into the final <b>Section Preliminary Scope of Services</b>.</p>	0-100 Points	20 (26.7% of Total)
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6.	<p><b>Cost Proposal</b></p> <p>Cost/Pricing is a factor in this selection. Proposers must complete and submit a <b>Cost Proposal</b> using the template provided (in Appendices). It is the Proposer's responsibility to state all costs to provide the services outlined in <b>Section Preliminary Scope of Services</b>. Costs shall include, but not be limited to, direct labor, overhead, fringe benefits, profit, subcontractors, other direct costs (ODC) such as materials, supplies, taxes, and travel. A Proposer's failure to submit a Cost Proposal will deem the submittal non-responsive. Include the Cost Proposal with the Electronic Response.</p> <p>The price will be evaluated in the following manner:</p> <p>A. The responsive proposal with the lowest price will be given the full weight of points assigned to the pricing criteria.</p> <p>B. Every other responsive proposal will be given points proportionately in relation to the lowest price. This point total will be calculated by dividing the lowest proposed price by the total proposed price of the proposal being evaluated with the result multiplied by the maximum weight for the price (100 %) to arrive at a price score of less than the full score for price.</p> <p>Example:</p> <table border="0"> <tr> <td></td><td></td><td><u>Lowest Total Proposed</u></td><td></td></tr> <tr> <td><u>Price</u></td><td></td><td>Total %</td><td>Price</td></tr> <tr> <td></td><td></td><td>Proposer's Total Proposed</td><td></td></tr> <tr> <td>Price</td><td>X</td><td>for Price</td><td>= Score</td></tr> </table>			<u>Lowest Total Proposed</u>		<u>Price</u>		Total %	Price			Proposer's Total Proposed		Price	X	for Price	= Score	0-100 Points	10 (13.3% of Total)
		<u>Lowest Total Proposed</u>																	
<u>Price</u>		Total %	Price																
		Proposer's Total Proposed																	
Price	X	for Price	= Score																

4.2. [Phase 2](#)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p><b>References</b></p> <p>In this section (maximum 5 pages), provide the following:</p> <ul style="list-style-type: none"> <li>A. Three (3) Client References, at least (1) within the State of California, that provide former clients and representative projects undertaken in the last five (5) years which demonstrate relevant experience with the Project.</li> <li>B. For each project identified above, provide a project description, project costs, dates of engagement, project owner, and member(s) of the proposed team for this RFP that participated in the project, including any subcontractors that worked on the project.</li> <li>C. For each reference, provide the name of the agency/firm, and contact person's name, title, address, phone number, and email address. Please ensure that the contact information is accurate for each reference.</li> </ul>	0-100 Points	5 (20% of Total)
2.	<p><b>Project Understanding, Work Plan and Approach</b></p> <p>Proposers invited for the interview and oral presentations are expected to have a clear understanding of Project goals and objectives, the scope of services, the Project and City background, and the Proposer's role. Proposers must present their Project understanding, work plan, and approach effectively for achieving the Scope of Services on time and within budget.</p>	0-100 Points	10 (40% of Total)

3.	<b>Quality of Presentation</b>  Proposers invited to participate in the interview and oral presentations will be evaluated on their ability to effectively communicate the project understanding, work plan and approach, and the qualifications of subcontractors and personnel. The presentations should be informative and concise.	0-100 Points	10 <i>(40% of Total)</i>
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## 5. TERMS AND CONDITIONS

### 5.1. Insurance Requirements

Proposer will provide Certificate of Insurance(s) for Professional Liability, Commercial General Liability, Auto Liability, and Workers' Compensation as stated in the City's standard Terms and Conditions. The City reserves the right to adjust the insurance terms provided based on the type and scope of project proposed by the Proposer.

### 5.2. Prevailing Wages and Labor Compliance

Prevailing Wages do not apply to this contract.

### 5.3. Living Wage

Proposers agree to comply with the requirements of the Living Wage Ordinance as provided in Santa Cruz Municipal Code Chapter 5.10.

### 5.4. Agreement (Appendix A)

The successful Proposer will be required to enter into an Agreement in the form of the Agreement attached hereto as Appendix A. The City reserves the right to adjust the terms, including insurance terms provided, based on the type and scope of the project proposed by the Proposer. If a Proposer is unable to accept City's proposed Agreement terms substantially in the form presented, the Proposer shall include a revised copy of the Agreement with its Proposal. The revised copy must clearly mark any section to which it objects, set forth the Proposer's proposed alternative terms, and explain the basis for each proposed change. The City reserves all rights to reject any revisions to the Agreement.

If a satisfactory contract cannot be negotiated in a reasonable time, the City in its sole discretion may terminate negotiations.

### 5.5. Contract Period

The term of the contract will commence upon notification of award and continue for a period of 3 year(s) plus any renewals agreed to by the parties and made in writing.

### 5.6. Equal Employment Opportunity and Non-Discrimination

City's policies promote a working environment free from abusive conduct, discrimination, harassment, and retaliation; and require equal opportunity in employment for all regardless of race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, religion, disability (mental and physical), medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, genetic information (including family health history and genetic test results), organizational affiliation, and military or and veteran status, or any other consideration made unlawful by local, State or Federal law. City requires Consultant to be in compliance with all applicable Federal and State and local equal employment opportunity acts, laws, and regulations and Consultant is responsible for ensuring that effective policies and procedures concerning the prevention of abusive conduct, discrimination, harassment, and retaliation exist in Consultant's business organization. The City's current Equal Employment Opportunity and Non-Discrimination policies to which this Section applies may be viewed at <http://www.codepublishing.com/CA/SantaCruz/?SantaCruz09/SantaCruz0983.html> and

<http://www.cityofsantacruz.com/home/showdocument?id=59192>. Copies are available upon request from the City's Purchasing Division.

#### 5.7. Indemnification

To the fullest extent permitted by law, Proposer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents, and volunteers (collectively, "Indemnitees") from and against any and all liability, claim, action, loss, injury, damage, judgment, or expense, including attorneys' fees and costs ("Losses") caused by or resulting from the negligence, recklessness, or willful misconduct of Proposer, Proposer's officers, employees, agents, or subcontractors in any way related to this RFP, including but not limited to Proposer's Proposal. Proposer's duty to indemnify and hold harmless Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees, as determined by an adjudicatory body or court of competent jurisdiction, if applicable. The obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

In the event this Agreement involves the performance of design professional services by Proposer, Proposer's officers, employees, agents, or subcontractors, Proposer's costs to defend Indemnitees shall not exceed the Proposer's proportionate percentage of fault per Civil Code §2782.8. This section shall survive the termination or expiration of the Agreement.

#### 5.8. Performance Bond/Payment Bond

Bonding requirements for federally funded contracts are subject to the following federal directives: Bidder's security of ten percent of the bid price for all public works contracts at the time of Bid submittal (Public Contract Code Section 20483(a)).

- A. Performance bond equal to 100-percent of the contract price for all public works contracts.
- B. Payment bond for all public works contracts of at least:
- C. 50-percent of the contract price if the contract price does not exceed \$1 million.
  - 1. 40 percent of the contract price if the contract price exceeds \$1 million but is not more than \$5 million; or
  - 2. \$2.5 million if the contract price exceeds \$5 million.

Within ten (10) business days, not including legal holidays, of contract award, the successful Proposer must submit a performance bond and payment bond, executed by the Contractor and the Surety. All bonds must be issued by California admitted Sureties.

Should any surety or sureties be deemed unsatisfactory by the City, a notice will be given to the Contractor. The Contractor shall promptly substitute a new surety or sureties satisfactory to the City. No further payment shall be deemed due or will be made under the contract until the new sureties are accepted by the City.

At its sole discretion, the City may allow the Contractor to provide bonds from multiple sureties to meet the bond requirements.



## 6. PRELIMINARY SCOPE OF WORK

### 6.1. Scope of Work

- A. Provide technical advisory services related to debris removal, permanent repairs, and recovery from disasters.
  - Make recommendations on allowable vs unallowable based on the current version of the Proposal & Award Policies & Procedures Guide (PAPPG) and any supplemental disaster specific documentation in effect
- B. Provide support and coordination in conjunction with the City, County and Special Districts navigating cost recovery.
- C. Create and maintain critical contract lists and project tracking mechanisms to include timelines and deadlines.
  - Consultant should be familiar with FEMA and Cal OES portals
- D. Assist the City during Applicant Briefings with FEMA and Cal OES, assisting with relationship development, requesting additional programmatic details and clarifications that will assist the City during the grant process.
- E. Contractor may be required to work remotely and/or at the City when needed.
- F. Represent the City by attending or hosting meetings with FEMA, Cal OES or other agencies as needed on behalf of the City.
  - Consultant should be well equipped to utilize and host virtual meeting platforms
  - As a representative of the City the Consultant is expected to maintain professionalism with all communications
- G. Ensure all proper documentation including (ICS Activity Log 214's, ICS 213's and sign-in sheets, etc.) have been completed.
- H. Assist the City in the creation of project worksheets required by FEMA and/or Cal OES, collect and review contracts for FEMA and/or Cal OES compliance.
  - Consultant should have advanced experience of Excel
- I. Coordinate with mutual aid agencies that may respond regarding their request for reimbursement packets.
- J. Generate time extension requests to FEMA and/or other Federal grants and Cal OES when necessary.
- K. Audit for missing documents and work with the appropriate departments to obtain any documents.

- Care should be taken to be strategic and not to overburden staff or create duplicate requests for information
- L. Work with the City to resolve disputes with FEMA, Cal OES, or other agencies as may be necessary, including but not limited to the preparation of appeals.
- Cost benefit analysis should be done for each Appeal and provided and approved by the City before continuing.
- M. Ensure that project completion includes an organized compilation of documentation in electronic format for audit purposes and document retention requirements.
- Organization should include version control of iterations of information sent for each request
- Consultant will be given access to the City's drive to save and organize files for sharing
- The City uses Office 365 and will be using Teams for additional document sharing
- N. Provide written monthly status report on all active disasters
- Report should include breakdown for each disaster and project
- Report should include status of outstanding questions and pending items
- O. Assist with grant closeout and Final Inspection
- P. Track and assist in the reconciliation of notice of obligations, payments, and retention throughout the life of the disaster
- Q. Manage potential audits with the City, State Controller's Office, and Federal Office of Inspector General in relation to the disasters

## 6.2. [Responsibilities of City](#)

The City will be responsible for providing a designated City contact during the course of the project. Access to the facilities/reports/systems/records/etc. needed to complete the work. Information regarding past work performed on this project.

## 6.3. [Vendor's Employee Conduct](#)

Vendor will agree to remove any employee whose conduct is improper, inappropriate, or offensive as determined by the City. A removed employee(s) is not to work on City premises without the written consent of the City. The Vendor will remove any employee from working in, or delivering to, City facilities who is convicted of a felony during his/her employment.

## 7. PROPOSAL SUBMITTALS

### 7.1. Proposal Response\*

By confirming, the proposer is affirming to the following:

The proposer, upon acceptance, agrees to furnish the following in accordance with the specifications and terms and conditions per City of Santa Cruz “Request for Proposals for Disaster Cost Recovery” at the prices indicated herein.

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

The proposer declares under penalty of perjury that she/he is authorized to submit this proposal and bind the business or organization to the terms of this Proposal.

The proposer 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.

The proposer declares under penalty of perjury that the information contained in this Proposal and all accompanying documents are true and correct.

☐ Please confirm

\*Response required

### 7.2. Proposal\* Firm Background

Include the following:

- A. Legal name, addresses, telephone numbers of the principal office (national headquarters) and local office. Include the same information if services will be provided from additional locations.
- B. Year established and history.
- C. Business entity status (i.e., partnership, corporation, LLC).
- D. Indicate if Proposer has defaulted in its performance of an agreement or project during the past five (5) years which has led the other party to terminate the agreement and if so, the identity of the parties involved and the circumstances of the default or termination.
- E. List employee resumes for all staff included in proposal for consulting contract.

\*Response required

### 7.3. Workplan and Technical Approach\* \*Response required

### 7.4. Cost Proposal\*

Proposers must complete the attached **Cost Proposal** (in Appendices) with their Proposal submittal by the Proposal Submittal Due date. It is the Proposer’s responsibility to state all costs required to provide the services outlined in **Section Preliminary Scope of Services**. Costs shall include, but not be limited to,

direct labor, overhead, fringe benefits, profit, subcontractor costs, and other direct costs (ODC) such as materials, supplies, taxes, and travel. A Proposer's failure to submit a Cost Proposal will deem the Proposal non-responsive.

\*Response required

**7.5. Non-Collusion Declaration\***

By confirming, the proposer, the party making the foregoing proposal declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Consultant has not directly or indirectly induced or solicited any other Consultant or Sub-Consultant to put in a false or sham proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any Consultant, Sub-Consultant or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Consultant has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Consultant or any other Consultant or Sub-Consultant, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Consultant or Sub-Consultant, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Consultant has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ Please confirm

\*Response required

**7.6. Is the business current in the payment of all taxes, charges, assessments, or fees owed to the City of Santa Cruz? \***

☐ Yes

☐ No

\*Response required

**7.7. Does the business hold a valid City of Santa Cruz business license?\***

☐ Yes

☐ No

\*Response required

When equals "Yes"

**7.7.1. DBA/license number:\***

\*Response required

7.8. 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.\*

☐ Please confirm

\*Response required

7.9. Acknowledgment of Addenda and Question and Answer\*

In order to submit a proposal, the vendor acknowledges that they have read all addenda, and questions and answers posted for this solicitation.

☐ Please confirm

\*Response required