

NOTICE INVITING PROPOSALS FOR
**Monterey Bay National Marine Sanctuary (MBNMS) Exploration Center
Theater Audiovisual Equipment**

Proposals Due: December 5, 2011

Deliver proposals to:

City of Santa Cruz
Economic Development/Redevelopment
337 Locust Street
Santa Cruz, CA 95060

Project Description:

Design and construction of audiovisual equipment for the thematic Fly-Through Theater at the MBNMS Exploration Center, based on design criteria and concurrent interactive and exhibit development.

For More Information:

The Request for Proposals document, dated **November 2011**, may be obtained from the **City of Santa Cruz Economic Development and Redevelopment Department**, 337 Locust Street, Santa Cruz, California, 95060. For additional information or assistance, contact **Katherine Donovan, Redevelopment Manager**, at 831/420-5152, email kdonovan@cityofsantacruz.com.

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

1. GENERAL INFORMATION FOR VENDORS

1.1 Summary Scope of Work

The Economic Development and Redevelopment Department of the City of Santa Cruz is soliciting proposals for the design and installation of theater audiovisual equipment to be included in the Monterey Bay National Marine Sanctuary (MBNMS) Exploration Center currently under construction at 35 Pacific Avenue.

1.2 Contact

If you have any questions concerning this solicitation, please contact Katherine Donovan, Redevelopment Manager, at 831/420-5152, email kdonovan@cityofsantacruz.com, or Chris Thompson at 650/324-5312, email chris@novapartners.com.

To learn solicitation results, call Chris Thompson at 650/324-5312 after the due date. Please note, as a cost saving measure, **City offices are closed every Friday**; please plan accordingly.

1.3 Proposal Deadline

Proposals are due by **5:00 PM, December 5, 2011**. All proposals will be delivered to the **City of Santa Cruz Economic Development and Redevelopment Department**, 337 Locust Street, Santa Cruz, California, 95060 before the due date. **Late proposals will not be considered.**

Vendors will deliver one unbound original of the proposal in a sealed envelope before the due date and will **email a PDF copy of the proposal and any attachments to kdonovan@cityofsantacruz.com with copy to chris@novapartners.com on the next business day after the due date**. The City prefers for proposals to be printed on recycled paper. Email submissions will not be accepted if the corresponding unbound original is not submitted before the due date and time.

1.4 Proposal Evaluation and Award

A contract for design and installation of theater audiovisual equipment 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 is tentatively scheduled to begin in December 2011.

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.

1.5 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- 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 6- RFP Questionnaire: Presents questions for Vendor response.

Section 7- Fee Schedule: Provides format for submitting pricing. Fee Schedules will include all costs incidental to performing according to this solicitation.

SECTION 2: SPECIFICATIONS

2.1 Project Overview

The Monterey Bay National Marine Sanctuary (MBNMS) Exploration Center is a 10,000 square foot facility being constructed by the City of Santa Cruz in partnership with the National Oceanic and Atmospheric Administration (NOAA). The interpretive exhibits for this facility are being developed and installed in phases.

2.2 Responsibilities of Vendor

Vendor will be responsible for the complete system design, equipment sourcing, and construction and installation of theater audiovisual equipment in accordance with the referenced drawings, specifications, and production manual and shall provide all labor and materials necessary to provide fully functioning audiovisual and systems at the Fly-Through Theater. Vendor will coordinate, as required, with the installation of interactive software by the City's programming vendor and with the installation of exhibit decorative components being provided by the City's exhibit fabricators.

Vendor is responsible for development of audiovisual equipment as described in the following bid documents:

1. Exhibit Construction Drawings dated August 18, 2010
2. Exhibit Project Manual (Specifications) dated August 18, 2010
3. AV Production Manual dated August 28, 2010, for reference and coordination

Vendor is responsible for including in their proposal the following specific scope of work corresponding to the Exhibit Construction Drawings:

Item/Flagnote

Flag Note #40, IAVT-Interactive MBNMS Fly-Thru Theater Equipment
Flag Note #41, IAVT-Interactive MBNMS Fly-Thru Kiosk

The Exhibit Construction Drawings, AV Production Manual, and Project Manual may be downloaded from the exhibit architect's web-based file server:

<http://files.bios-design.com>

Username: mbnms

Password: mbnms

Directory: Graphics & AV>AV Bid Documents

Vendor will work under the direction of the City of Santa Cruz, the City's project and construction manager, the Exhibit Architect, and NOAA's representatives in the development of the work. When issuing shop drawings, coordination drawings, and other submittals, Vendor shall allow for the issuance of (2) progress versions for evaluation by the project team before issuing the final version. Vendor shall allow a minimum of (2) weeks for review at each progress stage.

2.2 Responsibilities of City

No City-provided items apply.

2.3 Basic Qualification of Vendor

Vendor must demonstrate sufficient relevant experience in the design and construction of audiovisual equipment, with emphasis on such equipment used for interpretive exhibits, provide competitive and reasonable pricing for this work, and be able to execute the development process in accordance with the project schedule.

2.4 Brand Requirements

If exceptions are not requested, the Vendor will comply with the specifications as stated in this solicitation.

2.5 Order Process

Not used.

2.6 Delivery, Inspection, and Acceptance of Goods

Goods are to be delivered to the location specified. All deliveries are F.O.B. destination.

Vendor acknowledges that time is of the essence in the performance of this contract. If the goods are not delivered within the time period stated on the Vendor's proposal, or by a different date mutually agreed to in writing, the City reserves the right to cancel the order. If the City cancels the order because of late delivery, the Vendor will not be allowed to charge the City for any costs associated with the order and may be charged any increase in cost the City must pay for the replacement order.

2.7 Material Safety Data Sheets (MSDS)

The Vendor will furnish MSDS forms for every product delivered, as applicable.

2.8 Installation

Vendor will coordinate and be fully responsible for installation of all equipment under the scope of this contract at the project location. Installation is anticipated to occur between January 2012 and March 2012.

Where applicable, Vendor will coordinate with the interactive audiovisual equipment being installed under separate contract.

Where applicable, Vendor will also coordinate with the exhibit decorative components being fabricated and installed under separate contract.

2.9 Damage

The Vendor will be responsible for any damage to City property during the performance of this contract. In the event that there is damage to City property, the Vendor will immediately report the incident to the City in writing. Any such damage will be repaired or replaced to original condition by the Vendor at his/her expense and to the satisfaction of the City.

2.10 Training

NOAA, the building user, must be fully trained by Vendor in the maintenance and configuration of the exhibit audiovisual equipment.

2.11 Warranty

Vendor warrants that the item(s) provided and/or work performed under this contract comply with all specifications, are free of liens and encumbrances, and that workmanship and materials are free from defects for a period of one year. Work will comply with nationally recognized codes and established industry standards. Equipment will carry the manufacturers' most favorable commercial warranties. The warranty period will begin after acceptance of item(s) and/or work by the City.

Vendor agrees to remedy by replacing or repairing any item(s) that is damaged or defective during normal usage within the warranty period at no additional cost to the City. Such repair or replacement will occur within a reasonable time frame, to the satisfaction of the City.

Exceptions to any of these warranty provisions shall be indicated by Vendor in their proposal.

2.12 Vendor's Employee Conduct

Vendor 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 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.

2.13 City Furloughs

As a cost saving measure, many City offices are closed on Fridays and the City typically closes most offices during the last two weeks of December. These pre-scheduled furloughs are subject to change. Vendor will be given prior notice of cost-saving furloughs.

SECTION 3: PROCESS INSTRUCTIONS**3.1 RFP Schedule**

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

Action	DATE
1. Issue RFP	November 14, 2011
2. Deadline for submitting additional questions	November 21, 2011
3. City response to additional questions	November 28, 2011
4. Proposal due date	December 5, 2011
5. Proposal evaluation completed	December 7, 2011
6. Notice of intent to award	December 9, 2011

3.2 Proposal Format

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 5:** 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 6:** Answers should be complete and in the order presented. Make your proposal as short as possible while responding completely to questions and do not include generic marketing materials.
3. **Fee Schedule, Section 7:** 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:** Vendors may include sample deliverables, project data sheets, team member resumes, and other qualification data to assist the City in favorably evaluating the Vendor.

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 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 Katherine Donovan, Redevelopment Manager at 831/420-5152, email kdonovan@cityofsantacruz.com or Chris Thompson at 650/324-5312, email chris@novapartners.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 City's project manager, NOAA's project manager, and the exhibit architect. 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>
1. Fee schedule (pricing)	40%
2. Vendor's qualifications, experience and references	20%
3. Vendor's proposed work plan	20%
4. Training, on-going support, technical assistance	10%
5. Overall quality of proposal	10%

3.5.1 Proposal Evaluation Criteria Definitions

a. Fee Schedule (40%), Section 7

The total cost of the contract will affect **40%** of the overall evaluation. The lowest responsive offeror will be given the full points for these criteria and higher offers will be scored proportionally using the following formula:

$$((\text{Lowest responsive offeror's price} / \text{this offeror's price}) * 100 = \text{Pre-weighted score}) * 40\%$$

Proposed fees will be presented as not-to-exceed costs for the contract term and will include all professional fees and expenses.

b. Vendor's Qualifications (20%), RFP Questionnaire, Section 6, Questions 1 – 6

Proposals will be evaluated for the Vendor's qualifications, experience and references. The criteria may also include an evaluation of the Vendor's longevity, projected financial stability, and performance on similar contracts.

c. Contract Execution Plan (20%), RFP Questionnaire, Section 6, Questions 7 – 8

Proposals will be evaluated for the Vendor's ability to provide appropriate exhibit theater audiovisual equipment in a thematic exhibit or interpretive environment.

d. Training, On-Going Support, and Technical Assistance (10%), RFP Questionnaire, Section 7, Questions 9 – 11

Proposals will be evaluated for the vendor's ability and willingness to provide training, on-going support, and technical assistance throughout the contract term.

e. Overall Quality of Proposal (10%)

Proposals will be evaluated for their professionalism and thoroughness. Vendors should answer all questions in the order presented.

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. If so, 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.

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 no agreement can 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 December 2011. Upon award notification and prior to final contract approval, the successful proposer will be required to submit:

- a. Documentation of all credentials necessary to legally perform the services specified;
- b. A completed W9 form and, if applicable, non-resident withholding exemption form, if not already on file with the City;
- c. An insurance certificate, including endorsement page, showing conformance with all insurance requirements per Section 4.1.
- d. Proof of a current City of Santa Cruz business tax certificate if the Vendor is located in, or performs services within, the city limits for more than 6 days annually.

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 5 (RFP Cover Page), the Vendor's response to Section 6 (RFP Questionnaire), the Fee Schedule as described in Section 7, and any negotiated modifications agreed to by the parties.

3.12 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.

3.13 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 10 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 Notice of Intent to Award can be directed to:

Katherine Donovan
Phone: 831-420-5152
Email: kdonovan@cityofsantacruz.com

or

Chris Thompson
Phone: 650-324-5312
Email: chris@novapartners.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. Protest letters regarding a formal contract award will be directed to:

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

Protests must be filed with the City Clerk no later than 5 business days after the written Notice of Intent to Award has been distributed. Protest letters must include:

- The name, address, and telephone number of the protester;
- The solicitation title and due date;
- Name of City employee and Department designated as the contact in the original solicitation;
- 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 Vendor'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.

4. STANDARD TERMS AND CONDITIONS

4.1 Bond Requirements

The successful bidder will be required to furnish a Labor and Material Payment Bond in the amount equal to one hundred (100) percent of the contract price, and a Faithful Performance Bond in an amount equal to one hundred (100) percent of the contract price, said bonds to be issued by a corporate surety company licensed to transact surety in the State of California.

4.2 Insurance Requirements

*The **successful Vendor only** will be required to submit a certificate of insurance, including endorsement page, 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.

4.2.1 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.

4.2.2 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 is entitled to coverage for the highest limits maintained by the Vendor. Coverage shall 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.

4.2.3 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 in 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 City.
- *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.

4.3 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.

4.4 Governing Law

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

4.5 Liquidated Damages

Time is of the essence. If delivery is not completed by the time required by the resulting contract, the Vendor acknowledges and agrees that such delay would seriously affect the public welfare and the operation of the City and that damages for such delay would be impracticable or extremely difficult to determine. The parties agree that the sum of **\$50.00** per day for each day of delay will be fixed as liquidated damages (and not as a penalty or forfeiture for breach).

To the extent that any delay is a result of matters or circumstances wholly beyond the control of the Vendor, the time of completion may be extended for such period as agreed between the parties. The City may, at the time of acceptance of the work, waive liquidated damages.

4.6 Assignment

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

4.7 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 shall immediately cancel the subcontract.

4.8 Term of Contract

The term of the contract will commence upon notification of award and continue through the completion of project construction.

4.9 Termination of Contract

The City may terminate the contract for convenience by providing written notice to the Vendor 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 shall 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 as an off-set for damages until such time as the exact amount of damages due City from Vendor is determined

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

4.10 Safety

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

4.11 Government Regulations

Vendor will comply with all federal, state, and local laws, standards, regulations, licenses, and permits related to audiovisual equipment and applicable to the construction and installation of this work. This includes, but is not limited to, maintaining a current City of Santa Cruz Business Tax Certificate.

4.11.1 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.

4.11.2 Storm Water Requirements

The Vendor and all subcontractors are required to abide by the applicable City of Santa Cruz Storm Water Best Management Practices (BMPs) for the duration of the work. The City's mandatory Storm Water BMPs, which are listed according to the type of work, operations, or business, are located on the City website at: <http://www.cityofsantacruz.com/index.aspx?page=138>.

4.11.3 Contractor's License

Vendor shall be currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §7000 et seq., for all applicable portions of the Work. Such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents, and all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

4.11.4 Prevailing Wage

Vendor is hereby notified that both State and Federal requirements for payment of prevailing wages are required on this project. It shall be mandatory upon the Vendor to whom the contract is awarded, and upon any subcontractor under him/her, not to pay less than the said specified rates to all laborers, workers and mechanics employed by him/her in the execution of the contract. If any conflict or variance exists between State requirements and Federal requirements, Vendors and subcontractors shall comply with the most stringent requirement.

Pursuant to provisions of the Labor Code Section 1770, et. seq., of the State of California, the Director of the Department of Industrial Relations has ascertained the prevailing rate of per diem wages of the locality in

which the Work is to be performed and applicable to the work to be done. Prevailing wage information may be obtained from the California Division of Industrial Relations at (415) 703-4281.

Vendor shall promptly notify the City, in writing, about all the classifications of labor not listed in the prevailing wage determinations but necessary for the performance of the Work, before bids are submitted.

4.12 Contract Pricing De-escalation

Should the Vendor at any time during the life of this contract sell the same materials or service under similar quantity and delivery conditions to another customer at prices below those quoted to the City, such lower prices will be immediately extended to the City.

4.13 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 to 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.

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.

4.14 Civil Rights Compliance/Equal Opportunity Assurance

Vendor will be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, and will be an equal opportunity employer as defined by Title VII of the Civil Rights Act of 1964, including the California Fair Employment and Housing Act of 1980. As such, Vendor will not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age or sex with respect to hiring, application for employment, tenure or terms and conditions of employment. In addition, the City of Santa Cruz, as defined in Resolution NS-20,137 and Ordinance 92-11, further prohibits discrimination on the basis of sexual orientation, height, weight and physical characteristics. Vendor agrees to abide by all of the foregoing statutes, regulations, ordinances and resolutions.

4.15 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.

4.16 Federal Construction Assurances, Terms, and Conditions

City shall provide Vendor a copy of the U.S. Department of Commerce (DOC) Financial Assistance Standard Terms and Conditions to which City and Vendor are subject and included herein by reference pursuant to the terms of the project funding. Vendor is herein noticed of and agrees to comply with the following Federal requirements, which are being required of and/or passed through City as a result of funding awarded by the federal government for this Project:

- A. Requirements of the NOAA with regard to the drafting, review, and approval of construction plans and specifications, if any.
- B. Lead-Based Point Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- C. All Federal Statutes related to non-discrimination. These include but are not limited to: (1) Title VI of the Civil Rights Act of 1964 (P.O. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681, 1683

and 1685-1686), which prohibits discrimination on the basis of sex; (3) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (4) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (5) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-55), as amended, relating to nondiscrimination on the basis of drug abuse; (6) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (7) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (8) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (9) any other nondiscrimination provision in the specific statute(s) under which City's application for Federal assistance was made; and (10) the requirements of any other non-discrimination statute(s) which may apply to City's application.

D. Provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds;

E. Applicable provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

F. Environmental standards which may be prescribed pursuant to the following: (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (2) Notification of violating facilities pursuant to EO 11738; (3) protection of wetlands pursuant to EO 11990; (4) evaluation of flood hazards in floodplains in accordance with EO 11988; (5) assurance of Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (6) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955 as amended (42 U.S.C. §§7401 et seq.); (7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (8) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

G. Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

H. All applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the NOAA program.

I. Applicable provisions of OMB Circular A-133 as they apply to subrecipients.

J. The following notice must be included in each request for applications or bids: Applicants/bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a DOC official) are subject to 15 CFR Part 26, Subpart C "Governmentwide Debarments and Suspension (Nonprocurement)." In addition, applicants/bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to 15 CFR Part 28, "New Restrictions on Lobbying." Applicants/bidders should familiarize themselves with these provisions, including the certification requirement. Therefore, applications for a lower tier covered transaction must include a Form CD-512, "Certification Regarding Lobbying—Lower Tier Covered Transactions," completed without modification.

K. Include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts), that the award is subject to Subpart C of 15 CFR Part 26, "Governmentwide Debarment and Suspension (Nonprocurement)."

L. Include a statement in all lower tier covered transactions (subawards, contracts, and subcontracts) exceeding \$100,000 in Federal funds, that the subaward, contract, or subcontract is subject to Section 319 of Public Law 101-121, which added Section 1352, regarding lobbying restrictions, to Chapter 134 of

Title 31 of the United States Code as implemented at 15 CFR Part 28, “New Restrictions on Lobbying.” The subrecipient, contractor, or subcontractor is required to submit a completed, “Disclosure of Lobbying Activities” (Form SF-LLL) regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Form SF-LLL shall be submitted from tier to tier until received by City who will then submit to the Grants Officer within 30 days following the end of the calendar quarter.

M. The recipient, subrecipient, contractor, and/or subcontractor shall not sub-grant or sub-contract any part of the approved Project to any agency or employee of DoC and/or other Federal department

N. Construction cannot begin until the completion of the NEPA and CEQA processes.

O. Miscellaneous applicable federal requirements of The Program Fraud Civil Remedies Act (31 U.S.C. §§3801-3812); False Statements Act (18 U.S.C. §§287 and 1001); False Claims Act (31 U.S.C. 3729 et seq.); Copeland “Anti-Kickback” Act (18 U.S.C. §874 and 40 U.S.C. §276c).

SECTION 5: PROPOSAL COVER PAGE**1. Proposal Deadline**

December 5, 2011 by 5:00 p.m.

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 Theater Audiovisual Equipment" dated November 2011, 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

How many addenda were issued for this solicitation? _____

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.

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.

Vendor's qualifications experience and references

- 1) Describe business background and qualifications for development of theater audiovisual equipment, with emphasis on audiovisual equipment for interpretive exhibits, including year business was established.
- 2) Provide project detail and references for (3) highly comparable projects completed by your firm in the preceding (7) years.
- 3) Vendor should be able to provide sample shop drawings, product details, or other data from two previous theater audiovisual installations in a thematic or interpretive exhibit environment at a similar level of technical complexity as the items contained in the scope of work.
- 4) Provide background of personnel who will be assigned to this project, including team member resumes and experience in the design and implementation of audiovisual equipment systems in thematic or interpretive exhibit environments.
- 5) Describe experience doing similar work for other public agencies.
- 6) Provide the location of the office which will be performing work for the City of Santa Cruz.

Vendor's proposed work plan

- 7) Clearly define all work your business proposes to do for the City. Include a list of deliverables and a work schedule.
- 8) If you will subcontract portions of the work, list all subcontractors to be used. Include business name, address and phone number.

Training, on-going support, and technical assistance

- 9) Describe training to be provided to City and/or NOAA staff (during and after contract implementation).
- 10) Describe method of obtaining support after implementation. If it is a customer support call center, please include call center hours of operation.
- 11) What should the City and NOAA expect regarding future technology advances?

SECTION 7: FEE SCHEDULE

- Itemize in detail all costs included in this proposal, corresponding to the items in the scheduled scope of work. Include all costs in your proposal. Vendor will not be allowed to charge for costs not listed in the proposal.
- Provide information regarding anticipated maintenance costs during the next 3 years.
- Describe the circumstances under which the City would be charged for additional work.

Local Vendor's Advantage

For Vendors located within Santa Cruz city limits, the amount of sales tax which would be returned to the City will be considered. This amount will be calculated at 1.5% of the selling price.

Are your State Board of Equalization sales recorded within the *city limits* of Santa Cruz? ☐ Yes ☐ No

Address for sales tax reporting purposes: _____