

REQUEST FOR PROPOSAL

INVITATION FOR BIDS

2023-RFP-225

ARCHITECTURAL DESIGN SERVICES - CONCEPTUAL DESIGN OF  
MUNICIPAL LIBRARY



City of Palm Desert

73-510 Fred Waring Drive

Palm Desert, CA 92260

RELEASE DATE: January 16, 2024

DEADLINE FOR QUESTIONS: January 30, 2024

RESPONSE DEADLINE: February 13, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Palm Desert  
REQUEST FOR PROPOSAL

Architectural Design Services - Conceptual Design of Municipal Library

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## 1. Background and Introduction

### 1.1. Summary

The City of Palm Desert (“City”) is requesting proposals from qualified firms (“Proposers”) for Architectural Design Services - Conceptual Design of Municipal Library (“Services”) to establish a Professional Services Agreement (“Agreement”).

To serve and promote the welfare of its residents, the City intends to procure the Services, as described below.

City of Palm Desert is requesting qualifications and proposals from Architects to provide conceptual designs for a new Library building.

### 1.2. Background

The City is a charter city in the State of California. The City is a thriving community of approximately 50,000 full-time and 32,000 seasonal residents. It is located in the Coachella Valley in eastern Riverside County, part of the low desert region of Southern California. The City features big-city resources in a friendly, small-town setting, offering first class educational opportunities, safe and clean streets, as well as plentiful shopping and community events. Palm Desert is considered the geographical, educational and retail center of the Coachella Valley.

Incorporated in 1973, the City operates under a council-manager form of government with a five-member City Council elected at large. Each council member serves a four-year term. The City Council meets on the second and fourth Thursdays of the month at Palm Desert City Hall, 73-510 Fred Waring Drive.

The City invites the submittal of responses to this Request for Proposals (RFP) from qualified firm(s) interested in providing architectural services in connection with the Palm Desert Public Library as herein outlined.

Palm Desert Public Library is a Municipal Library that provides library service to approximately 50,000 city residents in the heart of the Coachella Valley. Beginning July 1, 2024, the Library will be managed by the City, but for the time being it is run by the County of Riverside via a private contractor.

On June 8, 2023, the City Council voted to form a Library Task Force and on October 12, 2023, the Council voted to withdraw from the Riverside County Library System and make plans to self-operate its library. The Library has no official board of trustees at this time, but it is expected to have one soon. Therefore, at present, the City Council serves as the library governing oversight body. The Library Task Force is made up of two elected City Council members who serve as liaisons to the task force, and nine members of the public. A subcommittee of the Library Task Force, along with City staff, will evaluate the submitted Qualifications and Proposals of the architecture firms for a new library facility and make a recommendation for the firm(s) with which to proceed, along with at least one alternate, to City Council.

Currently, library services for residents are administered from a 1990s leased facility located on the neighboring College of the Desert campus. The City will operate from this facility beginning on July 1, 2024, until a new facility can be designed, constructed, and outfitted on city-owned land.

The City has identified available space on its City Hall campus, on which to build. The available space currently houses a Sheriff's substation and enclosed yard. The Sheriff's substation will be vacated in mid-2025, and the plan is to raze the building and build the library on the former yard, with the substation land being converted to above ground parking. This will offer separation from the City Hall campus and allow greater architectural flexibility in the design. It should be noted that the current substation features a basement. In addition to a dramatic expansion of services, the City is committed to improving library spaces and services throughout the City.

**PROJECT DELIVERY METHOD:**

The City intends to utilize the Design-Build project delivery method. This RFP is for Conceptual Design only. Once the City has an approved conceptual design and project budget, the City will solicit Bids for Design-Build services. Bidders will not be required to utilize the same architecture firm that provided the conceptual designs.

### 1.3. [Contact Information](#)

**Project Contact:**

**Melanie Perry**

Senior Management Analyst

73510 Fred Waring Dr

Palm Desert, CA 92260

Email: [mramirez@palmdesert.gov](mailto:mramirez@palmdesert.gov)

Phone: [\(760\) 776-6450](tel:(760)776-6450)

**Procurement Contact:**

**John Ramont**

Deputy Director, Finance

73-510 Fred Waring Drive

Palm Desert, CA 92260

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**Department:**

PW - Capital Improvement Projects

### 1.4. [Timeline](#)

The above scheduled dates are tentative and City retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind City to award a contract for the Services and City retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

<b>Release of Request for Proposal</b>	January 16, 2024
<b>Pre-Proposal Meeting (Mandatory)</b>	January 23, 2024, 11:00am Parking Lot in front of "Sheriff Training Center" Building 73-510 Fred Waring Dr. Palm Desert, CA 92260
<b>Last Day to Submit Questions for Clarification</b>	January 30, 2024, 2:00pm
<b>Clarifications Issued by City on or before</b>	February 6, 2024, 5:00pm
<b>Deadline for Receipt of Proposals submitted on or before</b>	February 13, 2024, 2:00pm
<b>Notice of Intent to Award</b>	March 14, 2024

## 2. Notice Inviting Proposals

### 2.1. NOTICE

**RFP No.:** 2023-RFP-225

**Project Title:** Architectural Design Services - Conceptual Design of Municipal Library

**Project No. (if applicable):** CFA00027

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the City of Palm Desert ("City") electronically through the City of Palm Desert's ("City") online bid management provider ("OpenGov Procurement"), until 2:00 pm, Tuesday, February 13, 2024. Proposals may not be submitted by fax, email, telephone, mail, hand delivery, or other means; any proposals received through any means other than OpenGov Procurement will be returned to the proposer unopened.

The City is requesting proposals to provide: Conceptual designs for new Library building.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed Agreement including the identified scope of work. The City reserves the right to reject any or all proposals determined not to be in the best interest of the City.

The City of Palm Desert is committed to inclusion and diversity and welcomes proposals and bids from contractors, consultants, and vendors of all faiths, creeds, ancestries, and ethnicities without regard to disability, gender identity, sexual orientation, or immigration status. The City condemns and will not

tolerate prejudice, racism, bigotry, hatred, bullying, or violence towards any group within or outside of our community.

## 2.2. SCOPE OF SERVICES

The Services sought under this Request for Proposals (“RFP”) are set forth in more detail in the Scope of Services Section, incorporated herein by this reference. Notwithstanding the inclusion of such Services in the Scope of Services Section, the final scope of Services negotiated between City and the successful Proposer shall be set forth in the Professional Services Agreement (“Agreement”) executed by and between City and the successful Proposer. A copy of the Agreement is attached and incorporated herein by this reference.

## 2.3. LICENSE REQUIREMENTS

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be licensed or certified if required by the nature of the services offered throughout the time it submits its Bid and for the duration of the Contract: TBD

## 2.4. REGISTRATION

Interested proposers may register as vendors and download the Request for Proposals (“RFP”). To register, visit the City's electronic bidding website, [OpenGov Procurement](#), and proceed to "Subscribe" as a vendor with the City to receive new project notifications. Interested proposers may "Follow" the RFP to view and/or download the RFP details, receive addenda alerts and notices, and draft and submit a response.

## 2.5. PRE-PROPOSAL MEETING

Each Proposer is requested to attend a “**mandatory**” pre-proposal meeting to be held at 11:00 am on Tuesday, January 23, 2024, at Parking Lot in front of "Sheriff Training Center" Building 73-510 Fred Waring Dr. Palm Desert, CA 92260. Failure to attend this meeting will preclude a Proposer from submitting a proposal. Attendance at the pre-proposal meeting will ensure the Proposer understands the full scope of the Services requested.

# 3. **Scope of Services**

## 3.1. Architectural Design Services - Conceptual Design of Municipal Library

Architectural and engineering services shall consist of all items of work necessary to complete a conceptual and final building program, site planning and conceptual designs (provide 3 options), and City review for an approximately 20,000 to 25,000 square foot Library. The City is working with a library consultant, conducting a community engagement program to collect hopes, dreams, and aspirations for Library services. This data will help to inform a building program for the temporary (current) facility and the new facility. Experience and expertise of the architect selected for conceptual designs will determine if the City contracts directly with the Library consultant for additional services to assist with program validation and furniture and equipment selection.

The following list includes a brief description of the tasks for the Architect to perform, including but not limited to:

- A. Three (3) conceptual designs, including site planning for the proposed library, including consideration of the City's Civic Center Master Plan;
- B. Determine parking and landscape requirements;
- C. Submittal of the schematic designs to the City Planning Department for review
- D. Provide and manage all engineering and specialty consultants required;
- E. Selection of interior and exterior materials, finishes, and fixtures (subject to City approval);
- F. Interior Design Services, layout and furniture recommendations only. To save costs, the City would like to explore purchase of furniture and fixtures through CMAS or other similar contracts;
- G. Cost Estimating is to be included with each conceptual design option and Schematic Design Documents (includes cost reconciliation with third-party Estimator);
- H. Design Schedule

The services required for the project may include, but are not limited to:

- A. Perform site review and civil engineering studies as needed to establish the basis for the conceptual design;
- B. Develop three (3) conceptual designs for the project which will include, at a minimum, a proposed site plan, conceptual floor plan, conceptual renderings, budget estimates and information on building massing and materials;
- C. Cost of ownership analysis and value engineering;
- D. Attend all project meetings;
- E. Meet with the Library and Public Works Directors or their designees to coordinate the project;
- F. Facilitate the design planning process through information gathering meetings with stakeholders and members of the general public if applicable;
- G. Prepare Schematic Design documents and drawings for the selected Conceptual Design, showing compliance with program elements, State guidelines, applicable building and zoning codes, environmental and conservation requirements, including provisions for required permits and variances;
- H. Conceptual mechanical and electrical information shall be developed;
- I. Attend periodic meetings with the Library Trustees and/or Library Task Force, the OPM, regulatory authorities, and others as needed to ensure that the interests of all parties are represented in the design process;

- J. While the City has received no grant dollars yet for this project, it will be applying for any and all grant opportunities. Therefore, it is important that the architect also assist with preparation of requested materials, as required for submission, to any granting authority;
- K. Final color and material presentations for each conceptual design and schematic design will be prepared for client's approval. Presentations shall consist of color boards, drawings and professional renderings sufficient to convey the overall design intent;

### **Building Program / Goals**

The building should be designed with triple bottom sustainability in mind; the people (social), planet (environment), and performance (economic) aspects of sustainability.

### **Library Customers and Staff**

#### ***Seniors***

Seniors (55+) make up 40.7 percent of the population of Palm Desert and thus the entire library must be made with them in mind. Accessibility, lighting, sign font-size, etc. Programming for the library will also heavily revolve around this segment. The library will offer health classes, partner with health providers for blood pressure and blood sugar readings. Loneliness has reached epidemic proportions in this country and Palm Desert is not immune. One-resident households make up 37% of the housing mix. Thus programming and library activities will center on bringing people together to promote community, centered around common interests, no matter what those interests are.

#### ***Family caregivers and children***

Children, 18 and younger, make up 12.6% of the Palm Desert population. Ages are evenly distributed, with a slight uptick from age 10-18. These percentages are supplemented by the occasional visiting grandchild. Though a smaller percentage of the population, as compared to seniors they are an important segment of the community and flexible spaces for children and teens must be represented in the library.

The children's space should feature flexibility so that it can be programmed differently throughout the day. As collections are not easily moved, though some shelving should be on casters, dedicated areas for different aged learners can have complementary accessories for the age group. Early learning manipulatives next to board books, play store or home equipment next to toddler books, etc. The children's space should also feature a small nursing room for mothers who need to breastfeed/pump.

Teen literature (young adult fiction, YA) is not only a popular genre with teens, but with some adults too. Thus it is acceptable if the library's teen space does not contain books, save for the occasional display of popular books, as long as the teen books have adjacency to the teen space.

#### ***Other adults***



Other adults make up nearly half the population at 46.7%. They are working adults, parents, college or trade school students, etc. They lead busy lives and have less leisure time. They want to use the library in quick fashion, get resources and assistance to aid with children's homework assignments and books to read to them at night. They may attend an occasional program at the library and they make use of the library's digital resources. White-collar and service industry workers make up 89.9% of the workforce. If co-working space were made available during convenient hours, they likely would make heavy use of the space. The City's unemployment rate is 4.5%.

### ***Veterans***

The Riverside County Library System Palm Desert branch makes space available to veteran services groups that connect veterans with available service. The City plans to continue this tradition.

### ***Unsheltered individuals***

Some of the adults and teenagers using the library will be experiencing homelessness. Libraries welcome all, but we also must exercise balance. Ways libraries are promoting that balance is by offering out-of-door, though typically protected by eaves, large, steam-cleanable mesh lockers (i.e. athletic gear lockers) for temporary storage, an outdoor shower with modesty screen, temporary mailboxes to receive mail; etc.

Most importantly, there is a space for social service agencies to meet with these individuals to help connect them with services and housing.

### ***Staff***

The library will likely be home to 18 to 20 full-time equivalent staff. With open hours likely exceeding 70 hours a week, the library will need many part time staff. While two - three staff will have their own offices other staff will work on the floor and then need desk time in non-public areas at shared workstations. This means staff will need lockers to secure their belongings, and a staff retreat room for breaks along with a kitchen and dining area.

### ***Additional City Services***

Final Building Program may include office and meeting spaces for City Staff and shared space for Visitor services.

### ***Safety***

As libraries are open to all people many take advantage of the facility, and a few nefarious actors will also enter and possibly loiter. The building should feature cameras which capture every angle inside and outside of the building's perimeter. Libraries have experienced willful property damage including but not limited to arson, hurtling of library equipment, urination outside of restrooms, and theft of library property and customers' personal property. These cameras should be viewable by staff with feeds on to monitors in two of the three offices.

A public desk for Sheriff's staff, should they visit the facility for outreach or to complete work, should be made available and prominently visible in the library.

Interior shelving should be no more than 60 inches tall to aid with visual sightlines and the children's area should be designed with safety and security in mind.

### **Built for the environment**

Per NOAA, the summers in Palm Desert are sweltering and arid, the winters are cool, and it is mostly clear year-round. Over the course of the year, the temperature typically varies from 44°F to 107°F and is rarely below 36°F or above 113°F. The hot season lasts for 3.5 months, from June 6 to September 20, with an average daily high temperature above 99°F. The hottest month of the year in Palm Desert is July, with an average high of 107°F and low of 79°F. The cool season lasts for 3.2 months, from November 20 to February 27, with an average daily high temperature below 76°F. The coldest month of the year in Palm Desert is December, with an average low of 45°F and high of 69°F. This said, with the effects of climate change, the area has seen temperature spikes above 117°F and experienced long spells of humidity in summer, monsoonal moisture, rainfall, and flooding. Thus, the building must be built with weather extremes, experienced or yet to be experienced, in mind.

### **Sustainability in mind**

While the city is a proponent of sustainability and expects the building to be built in as sustainable fashion as possible, and with sustainability for the long-term in mind, it does not plan to seek LEED designation. This said, the building should adhere to LEED environmentally friendly principles. Lighting should be task oriented, and the building should take advantage of available sunlight, and use shading tactically. The landscape should be xeriscape, the roof may feature solar panels, and geothermal heating and cooling should at least be considered.

### **Out-of-doors area**

Nine months out of the year, Palm Desert features beautiful out-of-doors weather. Thus, the City would welcome a design that integrates an atrium or other outdoor space such as a reading garden. This space should be within the controlled confines of the building, either in the center or a fenced side area. A small water feature emanating the sound of a babbling brook would be welcome. Misters should be explored.

### **Style for consideration**

Architectural styles fall in and out of favor, but a popular style in the Coachella Valley, that has experienced a renaissance here over the last 30 years, is Midcentury Modern. So much so that Modernism Week, an annual 11-day festival, takes place every February in the Coachella Valley. The City would welcome designs that are planned with Midcentury Modern aesthetics and the extreme weather in mind.

### **Single or Multi-story**

Libraries with more than one floor of public space must be managed and staffed as if each floor is a separate library. Thus, the City would like to keep all public functions on one floor. An exception to this would be a public performance space that is used on occasion. Library offices or staff workspaces could be located on a separate floor but they would need easy and quick access to the public areas.

## **Performance**

### **Today's library**

Modern libraries are no longer book warehouses. They are instead places where people convene, collaborate, and create. Yes, books are present, but libraries experience circulation of physical materials and electronic resources in equal measure. Libraries also evolve with the times thus the building should be designed with short-term and long-term flexibility in mind. In the short-term, spaces will need to be adaptable on a daily, and sometimes hourly basis. Nearly all spaces need to have a flexible area that can be easily transformed (e.g. community meeting, tutoring center, storytime). Abundant storage, will be necessary to allow for the storage of folding tables, chairs, and equipment. Long-term, the space should be able to adapt to other uses, that are not yet known. Raised technology flooring and utilities that can be relocated or added to, would be extremely helpful in allowing the building to evolve in the future.

### **Food and the library**

It is often said that humanity gravitates to the kitchen. Many libraries have had success adding teaching kitchens. In teaching kitchens residents can easily view how to prepare food, but also can prepare food as well. The Philadelphia Free Library has a successful English as a Second Language program conducted in an in-library kitchen. Learners gather around the kitchen-prep-table to learn and share their unique cultures and food.

Library cafes have a long history, often with mixed and/or unsuccessful results. A current successful library café is based in the Toledo Central Library in Ohio. SAME Café Toledo is a donation-based, fair exchange nonprofit restaurant that serves healthy food to everyone, regardless of ability to pay. Their mission is to create community through healthy food access. If the library were to explore including a café, this would be the model with which the City would be interested. Giving that food-handling certifications would be necessary were the City to deploy a teaching kitchen and/or café, it likely would do neither or both and it is very likely the City would collocate them for efficiency purposes, unless the architecture firm gave good reason to separate. Library hours shift and libraries are often not open at the same hours every day. Later evening events sometime take place when the library is closed or on holidays. Thus, any community room and café should have accessibility off-hours.

### **Convenience**

Libraries can offer book-lockers, similar to current Amazon lockers, which allow library customers to pick up requested books when the library is closed. These obviously need to be located in an accessible location.

The library should also offer easy pick-up and drop off of collections. This can be accomplished by a drive-up window, though these too have mixed results in libraries. Sometimes similar results can be achieved with short-term parking spots near the building entrance for pick-up and a book-return box connected to the circulation desk by subterranean conveyor belts and an Automated Materials Handling System (AMS).

### **The library of things**

Libraries have begun to loan items other than books and DVDs. Things one may need for a day or afternoon but not necessarily need to own. This could include tools, a machine to blow up balloons, a

meter to measure one's electrical use at home, specialty cake pans, etc. Thus, in addition to storage space for chairs and tables the library needs storage space to house these items when they are not being used by the public.

### **Library as flexible laboratory**

Libraries are also learning laboratories, places where people with common interests can come together to learn. Yet no library can house these labs as individual spaces. Therefore the library needs a flexible space, or two, that can be swapped out depending on the day's needs. In addition to a teaching kitchen there might be need for sewing machine classes,

3-D printer, soldering work, woodwork, metal shop, gardening, flight simulators, coding lab, genealogy, personal document preservation training, job training, economic development, etc.

### **Business support**

Libraries also serve as co-working spaces, places where people work individually or in small teams on projects typically on their own devices. Thus, the library must have ample space for individuals to work or for teams. The building will need to be zoned for different levels of sound, from a quiet reading area to a more rambunctious toddler play area. Using a mix of sound masking technology, sound absorbing surfaces, and dual-paned interior glass in some areas will help to achieve more harmony in given spaces. Deploying small, close to soundproof, telephone booth-sized rooms for patrons to participate in virtual job interviews or other virtual meetings in the building would be helpful. The City has no affinity for a particular brand, but one that is currently on the market is called WiggleRoom.

The library will also do consultation with small businesses sharing proprietary demographic data and aiding with site selection. Thus, it will need consulting space. A digital (map) table would also aid in this work.

### **Signage and wayfinding**

Libraries need to connect individuals to the items and services they need, even when they do not know they need a particular item or service. Signage and wayfinding technology and directional aids will be important.

One-time promotional event signs are expensive to make and then cause waste when the event is over. LCD screens are inexpensive but do need power. Thus, the library needs to have ample well-placed digital signage to promote events and services. The City is open to digital signage on shelving endcaps to promote shelving contents along with related programs. The library is also open to testing new ways of wayfinding including floor and shelving indicator lights, similar to those used in today's parking structures which lead to available parking spaces.

### **The library of good smells**

All are welcome in libraries. Bringing various people together can sometimes prompt disharmony. The City wishes to have all tools at its disposal. Scents can have a calming effect and can mask food odors from cafés or kitchens. Retail establishments and hotels have a long history of using scents to help establish mood and promote harmony. The City would not be opposed to deploying this technology if reasonably priced.

### **Outreach vehicle storage**

City of Palm Desert is in the process of acquiring an outreach vehicle. The Low Speed (electric) Vehicle (LSV) is street legal on streets with speed limits below 35 mph. With gull-wing side doors that lift to reveal bookshelves, it will need roof clearance of up to 7 ft. and side clearance for the open gull-wing side doors of 12 feet. It will need to be stored in a locked area that is visibly screened so as to not be tampered with, when left unattended overnight. The area will need ingress and egress to an adjacent roadway.

### **The Goals**

The goals for the building is to be a center of community and for it to serve as a catalyst for community building and resilience for Palm Desert residents.

The vision for this project is to provide equal access to resources and technologies while encouraging a sense of community participation and collaboration, advancing community education and outcomes, maximizing the return on the community's shared investment and creating safe and inviting spaces for the residents of Palm Desert.

### **Conflict of Interest**

Proposer acknowledges and agrees that neither Proposer, nor any officer, director, or employee of Proposer performing services for the City in connection with any agreements resulting from this RFP, has or may have any material, pecuniary, or other personal interest in any contractor, subcontractor, consultant, or other entity that may provide any separate or additional materials or services in connection with any agreement resulting from this RFP. The City reserves the right to disqualify Proposer's bid for failure to comply with this section. If Proposer is awarded an agreement subject to this RFP and it is subsequently found to be in violation of this section, the City reserves the right to void the award and/or terminate the agreement.

### **Cone of Silence**

A. A Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities:

- a. Any communication regarding this RFP between the Proposer and the City's professional staff.
- b. Any communication regarding this RFP between the Proposer and any City Committee, Board, or Commission members.
- c. Any communication regarding this RFP between the Proposer and the Mayor or City Council members.
- d. Any communication regarding this RFP between the Proposer and any member of a selection committee.

**B. The Cone of Silence shall not apply to:**

- a. Oral presentations before the selection committee.
- b. Public presentations made to the City Council during any duly noticed public meeting.
- c. Written communications regarding this RFP between the Proposer and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for this RFP, provided the communication is limited strictly to matters of process or procedure already contained in this RFP.
- d. Responses to the City's request for clarification or additional information. Contract negotiations during any duly noticed public meeting.

C. Violation of the Cone of Silence by a Proposer shall render the RFP award to Proposer voidable by the City Council and/or City Manager.

D. The Cone of Silence terminates when the City Council acts, which ends the solicitation, unless referred back to the City Manager and staff for further review.

**Other**

- A. Subcontracting of services identified in this RFP or subcontracting of specialty consultants may be permitted only with written authorization by the City Contract Administrator.
- B. Prior to the Design Team gaining access to proprietary information in performing services for the City, the Design Team must agree to protect the information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than which it was furnished by the City.
- C. The Design Team, at its own cost, shall furnish and maintain all necessary personal protective safety equipment for their personnel as required for the type of work in accordance with Occupational Safety and Health Administration (OSHA) and the Contractor's Safety Program.
- D. The Design Team will supply its own transportation and properly insured vehicles. At no time will the Design Team use or be authorized to use a City-owned vehicle.
- E. Time is of the essence for this project. If a firm on the Design Team fails to respond to reasonable requirements of the Contract Administrator, that firm on the Design Team may be removed from consideration for the project and for future projects, and/or any existing contract may be terminated.

**4. Requests for Clarification**

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing VIA THE "Q&A" tab through the City's online bid management provider ("[OpenGov-Procurement](#)").

All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted through [OpenGov-Procurement](#). Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 2:00 pm (local time) on Tuesday, January 30, 2024.

## 5. Content and Format of Proposal

### 5.1. [Proposal \(WITHOUT COST\)\\*](#)

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

#### A. **Cover Letter**

1. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

#### B. **Experience and Technical Competence**

1. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.
2. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project (including initial budget and final cost), client name, and the name, title, and telephone number of the primary contact person.

#### C. **Firm Staffing and Key Personnel**

1. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
2. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role, responsibility, qualifications and experience of each individual.
3. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
4. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

#### **D. Proposed Method to Accomplish the Work**

1. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

\*Response required

#### **5.2. Fee Proposal\***

Please provide a not-to-exceed fee proposal for the scope of Services. Fee should be itemized by consultant(s) services (e.g. Architectural, Civil, Structural, etc.). The fee proposal shall include hourly rates for all personnel for "Additional Work" (as such term is defined in the proposed Agreement attached herein).

\*Response required

#### **5.3. Non-Collusion Declaration\***

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

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



#### 5.4. [SAM.gov\\*](#)

Please enter your legal entity name for SAM.gov verification.

\*Response required

#### 5.5. [Type of Business\\*](#)

- C Corporation (if corporation, two signatures are required)
- S Corporation (if corporation, two signatures are required)
- Limited Liability C Corporation (if corporation, two signatures are required)
- Partnership
- Limited Liability Partnership
- Sole Proprietor/Individual
- Other

\*Response required

#### 5.6. [Litigation\\*](#)

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

\*Response required

#### 5.7. [Changes to Agreement\\*](#)

The City standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may affect the City's decision to enter into an Agreement.

\*Response required

#### 5.8. [No Deviations from the RFP\\*](#)

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

\*Response required

#### 5.9. [Project Team Resumes\\*](#)

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

\*Response required

#### 5.10. [List the Signatory\(s\) Authorized to Sign and Bind an Agreement.\\*](#)

(If two (2) signatures are required, include the following information for both signatories)

- A. Full Name
- B. Title
- C. Physical Business Address
- D. Email Address
- E. Phone Number

\*Response required

### 5.11. Certification of Proposal\*

The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.

Please confirm

\*Response required

## 6. Selection Process

- A. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.
- B. It is the City's intent to select a Proposer best evidencing demonstrated competence and professional qualification to perform the Services. The City reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain Proposers may be selected to make a brief presentation and oral interview after which a final selection will be made. The successful Proposer will be selected on the basis of information provided in the RFP, in-person presentations, and the results of the City's research and investigation. Upon selection of a Proposer, the City will endeavor to negotiate a mutually agreeable NO VALUE with the selected Proposer. In the event that the City is unable to reach Agreement, the City will proceed, at its sole discretion, to negotiate with the next Proposer selected by the City. The City reserves the right to contract for services in the manner that most benefits the City including awarding more than one contract if desired.
- C. After negotiating a proposed Agreement that is fair and reasonable, City staff will make the final recommendation to the City Council concerning the proposed Agreement. The City Council has the final authority to approve or reject the Agreement.

## 7. Evaluation Phases

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<b>Clarity and conformance of proposal to the RFP</b>	0-5 Points	10 <i>(10% of Total)</i>
2.	<b>Content of the proposal, including work plan</b>	0-5 Points	25 <i>(25% of Total)</i>
3.	<b>Firm experience and performance</b>	0-5 Points	35 <i>(35% of Total)</i>
4.	<b>Team members' experience and performance</b>	0-5 Points	20 <i>(20% of Total)</i>
5.	<b>Comments by References</b>	0-5 Points	5 <i>(5% of Total)</i>
6.	<b>Fee Proposal</b>	0-5 Points	5 <i>(5% of Total)</i>

## 8. Submittal Requirements

### 8.1. General

It is strongly recommended that the Proposer submit proposals in the format identified in this RFP to allow the City to fully evaluate and compare the proposal. All requirements and questions in the RFP should be addressed and all requested data shall be supplied. The City reserves the right to request additional information which, in the City's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the Agreement.

### 8.2. Preparation

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform the Services. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the approach to providing the Services and work plan should be forwarded as part of the proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

### 8.3. Site Examination

Proposers may visit the City and its physical facilities to determine the local conditions which may in any way affect the performance of the work; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

#### 8.4. [Authorization](#)

The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.

#### 8.5. [Confidentiality of Proposal](#)

Proposals submitted in response to this RFP shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either City and the successful Proposer have completed negotiations and entered into an Agreement or City has rejected all proposals. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act. The City will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information"), the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give City written notice of Proposer's objection to the City's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information.

Proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

#### 8.6. [Submittal Instructions](#)

The proposal must be received no later than 2:00 pm, on or before Tuesday, February 13, 2024 through the City's electronic bidding system, OpenGov Procurement. It is solely the responsibility of Proposer to see that its proposal is properly submitted in [#Content and Format of Proposal](#) in proper form and prior to the stated closing time. The City's electronic bidding system will not accept late proposals. The City will only consider proposals that have transmitted successfully and have been sent an email with a time stamp from the City's electronic bidding system indicating that the proposal was submitted successfully. Proposers shall be solely responsible for informing themselves with respect to the proper utilization of the City's electronic bidding system, ensuring the capability of their computer system to upload the required documents, and the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk, and no relief will be given for late and/or improperly submitted proposals.

Proposers experiencing any technical difficulties with the proposal submission process may contact OpenGov Procurement Support using the instant help chat function (located at the bottom right of the

screen while on the website) during business hours, or by emailing [support@procurenw.com](mailto:support@procurenw.com). Neither the City nor OpenGov Procurement make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the proposal submission date and/or time.

## 9. General Conditions

### 9.1. [Federal Requirements](#)

If the Services are funded through a federal funding source, the successful Proposer and its subconsultants/subcontractors shall be required to take cognizance of and comply with all requirements set forth in the Federal Requirements, attached and incorporated herein by this reference.

### 9.2. [Amendments to RFP](#)

The City reserves the right to amend the RFP or issue to all Proposers addenda to answer questions for clarification.

### 9.3. [Amendments to Proposals](#)

Unless specifically requested by the City, no amendment, addendum or modification will be accepted after a proposal has been submitted to City. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the deadline stated herein for receiving proposals.

### 9.4. [Non-Responsive Proposals](#)

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

### 9.5. [Costs for Preparing](#)

The City will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the City. The City will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

### 9.6. [Cancellation of RFP](#)

City reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

### 9.7. [Price Validity](#)

Prices provided by Proposers in response to this RFP are valid for 120 days from the proposal due date. The City intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.

### 9.8. [No Commitment to Award](#)

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all

proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

### 9.9. [Right to Negotiate and/or Reject Proposals](#)

City reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of City, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets City's requirements.

### 9.10. [Non-Discrimination](#)

The City does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

The City's commitment to diversity and inclusion can be found [here](#).

## 10. **Protests**

The procedures set forth in this section are mandatory and are the sole and exclusive remedy of a bidder, proposer or other vendor to dispute the award of a contract that the city solicits through a competitive process. A protest that does not comply with these procedures with these procedures may be summarily rejected and the person submitting the protest shall be deemed to have waived all rights to relief.

### 10.1. [Protests of Solicitation Method](#)

By submitting a bid, proposal or other application for a contract award, the bidder, proposer or other vendor shall be deemed to have waived all rights to challenge the city's method for procuring the contract or any discrepancy in the solicitation process or documents. Bidders, proposers, or vendors may submit bids, proposals or other applications under protest. Protests under this section shall be submitted in writing to the official designated to receive the bid, proposal or other application and shall contain a full summary of the factual and legal basis for the protest.

### 10.2. [Waiver](#)

Any person that: (1) did not directly submit a bid or proposal, (2) is not responsible or qualified to receive the contract, (3) failed to submit a responsive bid or proposal, (4) is not in line to receive the contract or is otherwise ineligible to receive the contract, (5) is otherwise not beneficially interested in the award, or (6) fails to submit a timely protest shall be deemed to have waived the right to protest the award of the contract. Any protest deemed waived will be subject to summary rejection without further consideration and the person will have no right to any relief.

### 10.3. [Protests of Award](#)

A bidder, proposer or other vendor applying for a city contract through a competitive process may submit a written protest of the award of the contract. The protest shall identify and explain the factual and legal grounds for the protest. Any grounds not raised in the written protest are deemed waived by the protesting bidder.

#### 10.4. Timing of Protest of Award

Protests shall be submitted in writing to the official designated to receive the bid, proposal or other application within the following times:

- A. If of another bidder, within five (5) calendar days after the bid opening date.
- B. If the NO VALUE makes a recommendation to the City Council/Housing Authority to award a proposal or other application, then within five (5) calendar days following the issuance of the recommendation and prior to the date of the award.
- C. If in response to a notice of intent to reject a bid, proposal or other application, then within five (5) calendar days following the issuance of the notice of intent.

#### 10.5. Protest Review and Response

If the protest is timely and complies with the above requirements, the NO VALUE shall review the protest, any response from the challenged bidder, proposer or other vendor, and all other relevant information. The NO VALUE will provide a written decision to the protester in a reasonable amount of time. If the protest is in response to a recommendation of award to the NO VALUE then the protest will be considered concurrently with the award of the contract, and the approval authority's action is final.

#### 10.6. Conflicts

The protest procedures contained in this section shall not apply if a particular solicitation contains a different protest procedure. This section does not limit or eliminate a claimant's obligations under the Government Claims Act, Government Code Section 900 et seq.