

RFP #1903

Notice is hereby given that proposals will be received by the City of Culver City, California, for furnishing the following:

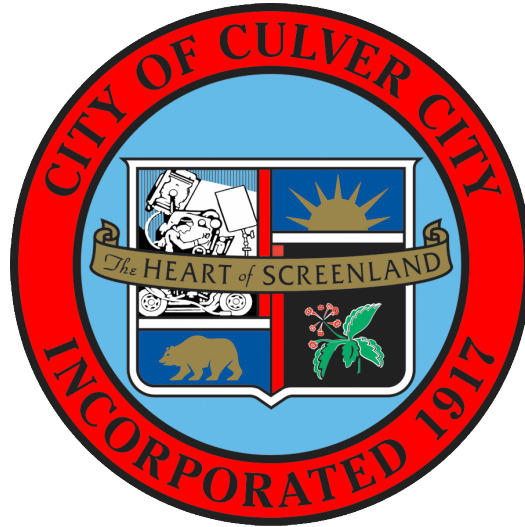
Soft Story Seismic Retro-Fit Consultant Services

In strict accordance with the Specifications on file in the office of the CULVER CITY PURCHASING DIVISION, 4343 Duquesne Avenue, Culver City, California, 90232. Copies of specifications and proposal documents may be obtained from the City's website at <http://www.culvercity.org/city-hall/information/bidding-contract-opportunities>. Any and all changes in the RFP will be made by written addendum, which shall be issued by the City to all prospective bidders who have registered for the RFP via the City's website.

One original, one electronic, and three copies of the proposal must be submitted in an envelope to the CITY CLERK at CITY HALL, 9770 Culver Boulevard, Culver City, California, 90232, not later than **3:00 p.m. on Thursday, October 25, 2018**. Late submissions will not be accepted. Facsimile proposals will not be accepted. Any proposer may withdraw his proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Jeremy Green, City Clerk

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REQUEST FOR PROPOSALS

for

Soft Story Seismic Retro-Fit Consultant Services

RFP #1903

September 2018

City of Culver City

Community Development

9770 Culver Boulevard

Culver City, CA 90232-0507

Soft Story Seismic Retro – Fit Consultant Services

RFP #1903

I. REQUEST SUMMARY

The City of Culver City invites qualified consultants to respond to this RFP for consulting services to prepare a Soft Story Seismic Retro-fit Program identifying and mapping all soft story structures located within the City and preparing a draft seismic retro-fit building code amendment and any related implementation recommendations. The draft building code amendment should specify requirements for retrofitting soft story buildings to make them code compliant and include a related seismic retro-fit implementation schedule for impacted properties taking into consideration seismic retro-fit cost to property owners, timing to complete building retrofitting and practical considerations to complete retro-fit work.

II. INTRODUCTION

A. Community Profile

The City of Culver City (City) is a charter city incorporated in 1917. The City is governed by a five-member City Council whose members are elected at large and operates under a Council/City Manager form of government.

Culver City is a full-service city located in the western area of Los Angeles County, generally situated north of Los Angeles International Airport, southeast of Santa Monica, south of Beverly Hills and southwest of West Hollywood. The City is approximately five square miles with a residential population of approximately 40,000. The total adopted budget for FY 2017-18 is approximately \$231 million, of which \$118 million is General Fund.

B. General RFP Submittal Information

The City's designated staff will evaluate proposals received. During the review process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from those that submit proposals, or allow clarifications, corrections of errors, or omissions. Any and all changes in the RFP will be made by written addendum, which shall be issued by the City to all prospective proposers who have registered for the RFP via the City's website.

The City reserves the right to retain all proposals submitted. Submission of a proposal indicates the Proposer's acceptance of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the Proposer selected.

The preparation of the proposal will be at the total expense of the Proposer. There is no expressed or implied obligation for the City to reimburse responding Proposers for any expense incurred in the preparation of proposals in response to this request. All proposals submitted to the City shall become properties of the City and will not be returned. If any information in your proposal is confidential and/or proprietary, please further submit a separate, redacted copy for servicing public records requests.

The proposer may submit an alternative proposal (or proposals) that it believes will also meet the City's project objectives but in a different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternatives, and discuss under what circumstances the City would prefer one alternative to the other(s). If an alternative proposal is submitted, the maximum length of the proposal may be expanded proportionately by the number of alternatives submitted.

The City reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City. Any proposer may withdraw his proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless the City receives notification by email to Craig Johnson, Building Official (craig.johnson@culvercity.org) prior to the closing date. Proposals may later be referred to the City Council for appropriate action.

All proposals are due not later than **3:00 p.m. on Thursday, October 25, 2018**, at which time they will be opened at the City Clerk's Desk on the First Floor of City Hall. Late submissions will not be accepted. To be considered, proposers must send one (1) color original, one (1) USB flash drive with a searchable PDF copy of the proposal in its entirety and three (3) hard copies of their proposal in a sealed envelope with the name of the company submitting the proposal and the title of **"RFP #1903 – Soft Story Seismic Retro – Fit Consultant Services"** to:

**City of Culver City
City Clerk
9770 Culver Blvd.
Culver City, CA 90232**

For a complete list of the City's RFP submittal terms and conditions, legal statements, and insurance requirements, please refer to the exhibits attached hereto.

C. RFP Questions

Questions with regard to this RFP should be submitted by Craig Johnson, Building Official, at craig.johnson@culvercity.org by Thursday, September 20th, 2018. All firms registered for the RFP will receive responses to all questions and any other addenda that may be released, via e-mail by Monday, October 1st, 2018.

D. Schedule

The City reserves the right to make changes to the below schedule, but plans to adhere to the implementation of this RFP process as follows:

RFP Released:	September 20, 2018, 3:00 p.m.
Deadline for Receiving Questions:	October 4, 2018
Response to Questions:	October 11, 2018
Proposals Due:	October 25, 2018
Finalists Selected:	November 15, 2018
Presentations/Interviews (if necessary)	Week of November 26, 2018
Vendor Selected:	December 10, 2018

III. SCOPE OF SERVICES

The City intends to obtain the services of a qualified consulting team to provide the services as described below. Best industry practices and/or best management practices may require additional services not explicitly enumerated. The proposer should identify any additional services required, price them, and explain them in their response.

A. Project Scope

1. Project management and coordination

Manage project and coordination activities, including coordination of subconsultants, if any, and administrative tasks. Prepare a citywide survey, map of all soft story structures. Prepare a list and tabulation of all impacted properties as noted in No. 3 below and prepare a list of required retrofit measure to bring soft story structures into building code compliance. If parking in garage areas are impacted by retrofit recommendations note the extent of the impact on map work and document the extent to which parking is modified or removed; Draft a building code amendment taking into consideration the cost to property owners, timing to complete retrofitting property and life safety concerns related to soft story building code compliance; Prepare an implementation schedule.

2. Project Initiation

Establish project management and communication protocols, attend introductory meeting with the City Council, tour of the city with City staff, and gather available data, maps, and documents.

3. Property Survey

a. **Technical Analyses.** A survey and summary matrix of all existing buildings within the City of Culver City is required. Information shall be collected by qualified Engineers experienced with the identification of potentially vulnerable buildings in the event of an earthquake. Survey information should include, but is not limited to, the following for all buildings:

- Number of stories for each building
- Number of units
- Building square footage (approximate)
- Year of construction. If not available, provide estimate
- Identification of building use (commercial, residential, mixed use, etc.)
- Photos for each building
- Identification of parking areas in each building that may be impacted with proposed seismic retrofit implementation recommendations.
- Information with regard to the primary construction material (i.e. wood, steel, concrete masonry units (CMU), concrete, etc.)
- Comments with regard to potential seismic vulnerabilities (soft story, non-ductile concrete, etc.)
- A separate list of properties identified as vulnerable, and provide a summary of recommended structural measures to adequately retrofit the vulnerable properties
- Any other information as required for determination of potential seismic vulnerabilities
- Information developed by the Consultant shall be delivered in a digital format (summary matrix spreadsheet, interactive website,

app, etc.) that can be accessed by the City for future use and updated by the City on an ongoing basis

- Information collected by the Consultant shall also be submitted as Esri shape files (.shp) or Esri File Geodatabase (.gdb) to be incorporated into the City's GIS system. Consultant to work with the City's Information Technology Division to guarantee compatibility of deliverable information with the City's existing GIS. Information collected on GIS layer shall distinguish between residential and commercial structures and shall also include a method to identify potentially vulnerable buildings

Upon completion of the survey, the Consultant will assist the City with developing a system for identifying the structures most vulnerable during a significant seismic event and provide a list of potentially vulnerable structures. The Consultant will also be asked to identify high occupant load structures that are potentially at risk in order to help determine the implementation timing under the Program.

b. Background Report. Summarize survey findings and issues that will be addressed in the building code amendment and any required implementation measures including a project schedules and building code implementation schedule. This report will provide existing conditions information that will be used in developing and implementing the building code amendment.

The Consultant will work with the City to develop a framework for mandatory program options. The Program will include recommendations for the following:

- Categorization of impacted properties into implementation tiers based on factors such as occupancy, building type and use among others
- Guidelines and documents to establish a preliminary structural evaluation for buildings identified as potentially vulnerable
- Design guidelines for retrofit structures (FEMA, ASCE, etc.)
- Options for levels of compliance and estimated costs for typical retro-fit projects by implementation tier
- Implementation tier timeframes for Program completion

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- General cost estimates for structural retrofits to potentially vulnerable buildings.

4. Hearings, meetings, and events

Attendance at meetings will be required. Proposals should reflect time required to prepare for and attend hearings, meetings including but not limited to providing a minimum of five (5) meetings to include the following:

- Three (3) Public outreach presentations explaining the retrofit program and how it will function. Information should be geared for general audiences. The City will secure a venue and be responsible for public outreach/notice prior to the event
- Two (2) presentations of the draft study findings and options for the retrofit program to the City Council
- Be available by phone and email to City staff to answer questions and coordinate information with regard to the seismic study and retrofit program

B. Major Deliverables

This RFP assumes that all deliverables will be submitted in electronic format to the City. Hardcopies will also be required and should be accounted for in the proposal.

1. Provide building survey information and summary matrix in a digital format for City use and to be made available for public access
2. Provide building survey data in an Esri GIS layer
3. Minimum of three (3) presentations with visuals (Power Point, etc.) as listed above
4. Draft/Final written framework for both mandatory seismic retrofit program options
5. Provide a separate list of properties identified as vulnerable, and provide a summary of recommended structural measures to adequately retrofit the vulnerable properties
6. Draft/Final seismic retrofit ordinance
7. Provide a draft seismic retrofit ordinance in coordination with the City Attorney, Building Official and Community Development

Director and assist with presenting the draft and final ordinance to the City Council for adoption. The draft ordinance take into consideration the retro-fit cost to property owners, timing to complete property retrofitting, building use, occupancy and other critical life safety issues related to soft story buildings.

8. The building code amendment will include a retro-fit ranking schedule to prioritize which properties must be retro-fit most quickly given life safety concerns. The Consultant will work with the City to develop the framework for mandatory program implementation. The code amendment will include recommendations for the following: categorization of impacted properties into implementation tiers based on factors such as occupancy, building type and use among others; options for levels of compliance and provide a general cost estimate for typical retro-fit projects by implementation tier; and implementation tier timeframes for Program completion. Provide recommended guidelines for structural retrofits to potentially vulnerable buildings (FEMA, ASCE).

IV. PROPOSAL OUTLINE TO BE SUBMITTED

The proposal shall be organized and submitted with the following elements:

A. Cover Page

B. Table of Contents

C. Executive Summary

Provide a brief summary describing the proposer's ability to perform the work requested, a history of the proposer's background and experience providing services, the qualifications of the proposer's personnel to be assigned to this project, any subconsultants and a brief history of their background and experience, and any other information called for by this RFP which the proposer deems relevant, including restating any exceptions to this request for proposals. This summary should be brief and concise, and should apprise the reader of the basic services offered, experience, and qualifications of the proposer, staff, and subconsultants.

D. Questionnaire/Response to Scope of Services

Proposer shall provide responses and information to fully satisfy each item in the Questionnaire. Each question item should be presented before the proposer's response.

E. Attachments

V. QUESTIONNAIRE

A. Company and General Information

1. Company name and address.
2. Letter of transmittal signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all terms and conditions of the RFP.
3. General information about the primary contact who would be able to answer questions about the proposal. Include name, title, telephone number and email address of the individual.

B. Qualifications and Experience of the Firm

1. Describe lead firm and subconsultants' history and organizational structure. Include the size of the firm, location of offices, years in business, organizational chart, name(s) of owner(s) and principal parties, and number and position titles of staff.
2. What is the primary business of the parent company and/or affiliates?
3. Which office(s) of your organization will have primary responsibility for managing this account? List the members of your team who will be responsible for providing the services and for ongoing support.
4. What is your firm's experience conducting the services requested? Describe comparable projects performed by your firm in the last five years, including the number of projects, scope of service, and status of projects.
5. Comment on other areas that may make your firm different from your competitors.

C. Qualifications and Experience of Proposed Project Team

1. Describe the qualifications of staff proposed for the assignment, position(s) in the firm, and types and amount of equivalent experience. Be sure to include any municipal agencies they have worked with in the past three years and their level of involvement. A description of how overall supervision will be provided should be included.
2. Identify and provide the resume(s) of the personnel who will be assigned to this project.

D. Questions/Response to Scope of Services

1. Include a detailed scope of work and understanding of the process to undertake such projects and complete it in compliance with all applicable rules, regulations, standards and requirements. The scope of work shall indicate the tasks/actions the firm(s) expect the City to take.
2. Describe the methods by which your firm will fulfill the services requested in the Scope of Services and subsequent sections.
3. Provide a statement of the service(s) that differentiate your firm from other respondents.

E. Fees

Each proposer shall submit a single copy of a fee proposal in a separately marked, sealed envelope. The fee proposal shall indicate the expected total fee for the work described in the services proposal. The total fee shall be itemized by task, including firm(s) staff time and hourly rates, and other direct costs such as printing and travel. The fee proposal shall be signed by an individual authorized to bind the firm(s). Provide fees for the proposed services. Fee quotes should be detailed by service. Outline billing requirements, timing and method of payment..

F. References

List the name, address and telephone number of references from at least three recent similar projects. Include a brief description of the work provided for each reference. California municipal or county projects are preferred. You may offer more than three recent similar projects if desired. The references should include the start date of the project and the date of completion for each project.

G. Implementation Schedule

Include a detailed implementation schedule with an estimated project start date of January 7, 2019 and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.

H. Certificate(s) of Insurance

The City will require the successful Respondent (or Proposer) to provide Certificates of Insurance evidencing required coverage types and the minimum limits. See the attached City Draft Standard Agreement for more information on the City's insurance requirements.

I. Business Tax Certificate

The proposing organization does not require a [Culver City Business Tax Certificate](#) to respond to this RFP. However, the successful proposer will be required to acquire a Culver City Business tax certificate during the contracting process and maintain an active certificate throughout the contracted period.

J. Standard City Professional Services Agreement

The City will require the successful company to execute a professional services agreement with the City. Please review the attached draft agreement and identify any questions, changes, or areas of concern in your proposal to the City. Any/all requests for changes to the agreement must be included with the responsive proposal. A company's failure to respond with proposed changes to the draft agreement indicates their concurrence with its terms and conditions.

VI. EVALUATION OF PROPOSALS

Proposals will be judged on the Proposer's ability to provide services that meet the requirements set forth in this document. The City reserves the right to make such investigations as it deems necessary to determine the ability of the Proposer to provide services meeting a satisfactory level of performance in accordance with the City's requirements. Interviews and presentations by one, several, or all of the Proposers may be requested by evaluators if deemed necessary to fully understand and compare the Proposer's capabilities and qualifications. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

Proposals will be evaluated on the basis of the following criteria, in no particular order:

- | | |
|--|-------------------|
| 1. Qualifications & Experience | Section IV, B & C |
| 2. Questions/Response to Scope of Svcs | Section IV, D |
| 3. Fees | Section IV, E |
| 4. References, Schedule & Required Forms | Section IV, F – I |

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected Advisor, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

SUPPLEMENTAL TERMS AND CONDITIONS AND LEGAL STATEMENTS

SUPPLEMENTAL TERMS AND CONDITIONS

- I. Submission of a proposal shall be deemed a binding offer to enter into a contract with the City. Any proposed modifications to the agreement shall be signed by the successful Proposer and returned, together with the certificate of insurance required pursuant to said Section of the Agreement within ten (10) days after the Notice of Award.
- II. All Proposers shall be presumed to understand all of the terms, conditions and requirements of the agreement as stated in the specifications and to be thoroughly familiar with the project.
- III. The selected Proposer shall be required to obtain all applicable Culver City permits and business licenses. The Business Licensing Division may be reached at (310) 253-5888. The cost of these items shall be included in the total proposal price.
- IV. Any proposal may be withdrawn prior to the RFP opening time provided that the request is in writing and signed by the authorized representative. The withdrawal of a proposal shall not prejudice the right of the Proposer to file a new proposal to the time and date set for the opening of proposals. No proposal received after the time fixed for the RFP opening will be considered.
- V. Subsequent to the RFP opening, a Proposer shall be relieved of a proposal due to mistakes only if the Proposer can establish to the satisfaction of the City that all of the following circumstances exist:
 - a. A mistake was made;
 - b. The Proposer gave the City written notice within five (5) days after the opening of the proposals of the mistake; specifying in the notice, in detail, how the mistake occurred;
 - c. The mistake made the proposal materially different than the Proposer intended it to be;
 - d. The mistake was made filling out the proposal and not due to error in judgment or to carelessness in reviewing the scope of service or specifications as stated in the RFP.
- VI. The City reserves the right to seek supplemental information from any proposer at any time between the dates of proposal submission and the RFP award. Such information will be limited to clarification or amplification of questions asked in the

original proposal. Any proposer may be subject to personal interview and inspection of their business premises prior to award.

- VII. The City reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of proposal or all items of proposal if deemed in the best interest of the City. In addition, the City reserves the right to do any, or all, of the following:
- a. Reject any or all proposals or make no award;
 - b. Issue subsequent RFP;
 - c. Cancel the RFP;
 - d. Remedy technical errors in the request for proposals;
 - e. Modify any requirements contained within the RFP and request revised submittals from Proposers determined to be within the competitive range;
 - f. Award a contract to one or more Proposers;
 - g. Accept the written proposal as an offer, without negotiation and issue a notice to proceed, if applicable.
- VIII. The City reserves the right to contract with any of the organizations responding to this RFP based solely upon its judgment of the qualifications and capabilities of that organization.
- IX. All materials submitted regarding this RFP become the property of the City. Responses may be reviewed by any person at RFP opening time and thereafter. The City has the right to use any or all information presented in reply to this request, subject to the limitations outlined in Proprietary Information below. Disqualification of a proposer does not eliminate this right.
- a. *Proprietary Information* – Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFP will be handled in accordance with applicable City Procurement Regulations and the California Public Records Act.
- X. The City is not liable for any cost incurred by proposer prior to issuance of an agreement, contract, or purchase order.

LEGAL STATEMENTS

All proposers must meet the following contractual and legal requirements in order to enter into a contractual agreement with the City:

I. PROHIBITED INTERESTS

- a. Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for Contractor, any fee, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For violation of this warranty, the City shall have the right to annul this contract without liability;
- b. Contractor agrees that, for the term of this Contract no member, officer, or employee of the City, or of a local public body during his/her employment for one (1) year thereafter, shall have any interest, direct or indirect, in this contract, or to any benefit arising thereof ;
- c. The employment by Contractor of personnel on the City's payroll will not be permitted in the execution of this contract, even though such employment may be outside of the employee's regular working hours or on Saturdays, holidays, or vacation time; further, the employment by the Contractor of personnel who have been on the City's payroll within one (1) year prior to the date of contract award, where such employment is caused by and/or dependent upon Contractor securing this or related contract with the City, is also prohibited.

II. ANTI-LOBBYING PROVISION

- a. During the period between proposal submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Culver City City Council or City staff except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City;
- b. This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract

decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

- III. **NON-DISCRIMINATION PROVISION:** The City of Culver City encourages the participation of Small Business Enterprises (SBEs) and Disadvantaged Business Enterprises (DBEs) in its procurement and contracting activities. The City reaffirms its commitment to award its contracts and purchase orders in a non-discriminatory manner regardless of the individual's or entity's ancestry, age, color, physical and/or mental disability, genetic information, gender identity, gender expression, marital status, medical condition, military and/or veteran status, national origin, race, religion, sex/gender, or sexual orientation.
- IV. **PROTECTION OF RESIDENT WORKERS:** Protection of Resident Workers: The City of Culver City actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.