



GENERAL PLAN UPDATE STEERING COMMITTEE AGENDA

Central Library, Friends of the Library Room
1000 Avocado Avenue

Wednesday, March 6, 2019 – 6 p.m.

Committee Members: Nancy Gardner, Chair – ngardner@newportbeachca.gov
Ed Selich – eselich@newportbeachca.gov
Debbie Stevens – dstevens@newportbeachca.gov
Larry Tucker – ltucker@newportbeachca.gov
Paul Watkins – pwatkins@newportbeachca.gov
Mayor Diane Dixon, Ex Officio Member, ddixon@newportbeachca.gov

Staff Members: Seimone Jurjis, CDD Director – sjurjis@newportbeachca.gov
Jim Campbell, Deputy CDD Director – jcampbell@newportbeachca.gov
Ben Zdeba, Associate Planner – bzdeba@newportbeachca.gov

The General Plan Update Steering Committee (Steering Committee) meeting is subject to the Ralph M. Brown Act. Among other things, the Brown Act requires that the Steering Committee agenda be posted at least seventy-two (72) hours in advance of each regular meeting and that the public be allowed to comment on agenda items before the Steering Committee and items not on the agenda but are within the subject matter jurisdiction of the Steering Committee. The Chair may limit public comments to a reasonable amount of time, generally three (3) minutes per person.

The City of Newport Beach's goal is to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, we will attempt to accommodate you in every reasonable manner. Please contact the Community Development Department, at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible at 949-644-3200.

I. Call Meeting to Order – 6 p.m.

II. Welcome and Roll Call

III. Public Comments

Public comments are invited on non-agenda items generally considered to be within the subject matter jurisdiction of the Steering Committee. Speakers must limit comments to three (3) minutes. Before speaking, we invite, but do not require, you to state your name for the record. The Steering Committee has the discretion to extend or shorten the speakers' time limit on agenda or non-agenda items, provided the time limit adjustment is applied equally to all speakers. As a courtesy, please turn cell phones off or set them in the silent mode.

IV. Current Business

a) Review Action Minutes of the February 20, 2019 Meeting (Attachment 1)

Recommended Action: Approve the action minutes of February 20, 2019.

b) Discussion of Draft Request for Proposals for Consulting Services (Attachment 2)

Recommended Action: Provide direction to staff on any changes to the revised draft RFP.

c) Discussion of the Timing of the Involvement of the General Plan Advisory Committee (GPAC) in the General Plan Update

Recommended Action: Discuss the GPAC formation timing for possible recommendation to City Council.

V. Committee Announcements or Matters Which Members Would Like Placed on a Future Agenda for Discussion, Action or Report (Non-Discussion Item)

VI. Adjournment

Next meeting: March 20, 2019, Civic Center Council Chambers at 6 p.m.

Visit www.newportbeachca.gov/GPUpdate to stay informed!



NEWPORT BEACH
GENERAL PLAN UPDATE



GENERAL PLAN UPDATE STEERING COMMITTEE ACTION MINUTES

Civic Center Community Room
100 Civic Center Drive

Wednesday, February 20, 2019 – 6 p.m.

I. Call Meeting to Order – 6 p.m.

Chair Nancy Gardner called the meeting to order at 6 p.m.

II. Welcome and Roll Call

Chair Gardner welcomed attendees and announced that all Committee Members will have a City of Newport Beach email address to which the public should address any correspondence for the Committee.

The following persons were in attendance:

Committee Members

Nancy Gardner, Chair
Ed Selich
Debbie Stevens
Larry Tucker
Paul Watkins

Staff Members

Seimone Jurjis, Community Development Director
Jim Campbell, Deputy Community Development Director
Ben Zdeba, Associate Planner

III. Public Comments

There were no comments on non-agenda items.

IV. Current Business

a) Discussion of Draft Request for Proposals for Consulting Services

Recommended Action: Provide direction to staff on any changes to the draft RFP.

Deputy Community Development Director Jim Campbell provided a brief overview of the makeup of the draft RFP. Community Development Director Seimone Jurjis indicated that the community has expressed interest in splitting the scope into two separate RFPs: (1) the Listen and Learn; and (2) the actual update. He asked the Committee to offer direction on that interest.

The Committee discussed the matter and reviewed each page of the draft RFP that was included in the agenda packet. Public comments were also taken throughout the discussion.

The Committee unanimously decided to provide direction to staff to redraft the RFP to reflect the Listen and Learn component only for the next meeting.

b) Steering Committee Schedule Discussion

Recommended Action: Review the proposed frequency and timing of meetings.

Chair Gardner acknowledged the difficulty of scheduling meetings around every conflict, but clarified that there would be no general, standing meetings in conflict with the prospective Steering Committee meeting dates.

The Committee unanimously decided to keep the March 6 and March 20 meeting dates (i.e., the first and third Wednesdays of each month).

V. Committee Announcements or Matters Which Members Would Like Placed on a Future Agenda for Discussion, Action or Report (Non-Discussion Item)

Chairperson Gardner desired to discuss the General Plan Advisory Committee's involvement in the process at the next meeting.

There were no other announcements.

VI. Adjournment

The meeting ended at 7:17 p.m.

Next meeting date: March 6, 2019 at 6 p.m. in the Friends of the Library Room at the Central Library

CITY OF NEWPORT BEACH



REQUEST FOR PROPOSAL COMMUNITY ENGAGEMENT RELATED TO A FUTURE GENERAL PLAN UPDATE

RFP Due Date:

May 12, 2019

RFP Administrator:

Anthony Nguyen, Purchasing Agent
949-644-3080

anguyen@newportbeachca.gov

DRAFT

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SECTION 1:

RFP OVERVIEW



INTRODUCTION

Objective:

“Cities have the capability of providing something for everybody, only because, and only when, they are created by everybody.” – Jane Jacobs, author

The City seeks a qualified consultant or consulting team (Consultant) to creatively and comprehensively gather community input on the existing Newport Beach General Plan including its Vision Statement, as well as its goals and policies. The Consultant will prepare and execute a community outreach program with the goal of receiving and documenting suggested revisions to the General Plan from as many constituents and groups as possible. At the conclusion of the program, the Consultant will prepare a detailed written summary of what was learned during the process. The summary will be a consensus perspective, but it will include all the various voices and thoughts expressed, provided they are relevant and reasonable. The community engagement process has been labeled the, “Listen and Learn” process.

The term “community” is the entire community living and working in the City, including residents, special interest groups, homeowner’s associations, property owners, the business community and regulatory agencies; the term is all-inclusive. The City Council places significant value on its residents’ perspective; however, all viewpoints are important to consider.

The purpose of the Listen and Learn process is to embark on a well-informed, focused update of the General Plan. The current General Plan was adopted in 2006, and has been amended several times since primarily as a result of project-specific applications. The core of the plan seems sound. It is not the current intention of the City to create a new plan, rather the City is interested in updating the existing plan to reflect a potentially changed community vision and the current requirements of State Law (Government Code §65300-65303.4).

The City Council has created a 7-member ad-hoc committee called the General Plan Update Steering Committee (Steering Committee) to guide the Listen and Learn process. This Steering Committee will provide direction to the Consultant and staff through the process as well as it will provide a forum for public input on the process.

NEWPORT BEACH GENERAL PLAN UPDATE



DRAFT SCHEDULE OUTLINE

- a) April 2019 – June 2019 (2 months)**
 - Request for proposals
 - Proposal evaluations
 - Consultant selection
- b) July 2019 – March 2020 (8 months)**
 - Community outreach and visioning

Definitions:

The following is an explanation of terms frequently referred to in this document:

- “City”: Refers to the City of Newport Beach.
- “Request for Proposal (RFP)”: Refers to the solicitation process wherein the City is seeking proposals.
- “Proposal”: The formal response to this solicitation submitted to the City by a Proposer or Proposers.
- “Proposer”: Refers to the individual, partnership, or corporation that is submitting a proposal in response to this RFP process.
- “Project”: The preparation and execution of a comprehensive community outreach program, as well as its documentation in an easy-to-navigate guide for a future update of the General Plan.
- “Shall”: Refers to a mandatory requirement.
- “Consultant/Contractor”: Refers to the individual, partnership, or corporation including their subcontractors that is awarded a contract by the City upon conclusion of this RFP process.
- “Contract” or “Agreement”: A promissory agreement with specific terms between the City and one or more parties that creates, modifies or destroys a legal relation in exchange for consideration.
- “Steering Committee”: Refers to the General Plan Update Steering Committee, an ad-hoc committee created by the City Council.

Proposal Evaluation Criteria:

Proposals will be evaluated on the basis of the response to all of the provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. The City may use some or all of the following criterion and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The City reserves the right to modify the evaluation criterion and percentage of score as deemed appropriate prior to the commencement of evaluation.

POTENTIAL PROPOSAL EVALUATION CRITERION	
EVALUATION CRITERION	PERCENTAGE OF SCORE
Qualifications and experience of the proposing Consultant firm or team conducting similar projects, of comparable complexity, and magnitude, particularly for government agencies.	60%
A demonstrated understanding of the requested scope of services or work program.	15%
The Consultant’s ability to deploy services as identified in the Scope of Services on schedule.	15%
Recent references from local clients with particular emphasis on local government.	10%

The City reserves the right to determine whether a proposal meets the specifications and requirements of this RFP and reject any proposal that, in the City's sole discretion, fails to meet the detail or intent of the requirements. The City reserves the right to reject any and all proposals.

Selection Process:

The City intends to employ a three-step process to select a Consultant for this Project. However, this process may be varied at the discretion of the Steering Committee.

In the first step, known as "Technical Evaluation," a panel of City staff will rate the technical qualifications of all Proposals using the criteria described above to arrive at a Technical Score. Each criterion will be assigned a unique scoring weight based on the significance of each criterion to the overall success of the Project. Since this is a procurement for a professional service, cost will not be assessed during Technical Evaluation. If, upon conclusion of Technical Evaluation, (1) there are a multitude of firms close together in regard to Technical Score; or (2) no single firm has been distinguished as a likely successful candidate, the City reserves the right to initiate live interviews. Firms invited to interview shall have their panel interviews evaluated and scored, resulting in adjustments to the Technical Score.

In the second step, once an order of candidate rankings has been achieved based on Technical Score, the rankings will be presented to the Steering Committee at a public meeting. The Steering Committee will have the ability to interview the top three candidates at one of its regularly scheduled public meetings.

In the third step, the Steering Committee will select the highest-qualified firm and direct City staff to open its Cost Proposal, which will be evaluated for feasibility and reasonableness. If the Cost Proposal is deemed to be unfeasible and/or unreasonable, efforts may be initiated by the City to negotiate with the Proposer to reach more favorable terms. If these negotiation efforts fail, the City will consider the Cost Proposal from the second highest qualified firm, and so forth until a desired resolution is achieved.

RFP Schedule:

The following is a tentative schedule of the RFP process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections and the City reserves the right to modify this schedule as needed to accommodate the completion of this RFP process.

TENTATIVE RFP SCHEDULE	
RFP Published:	April 1, 2019
Questions from Proposers Due:	April 15, 2019
Questions and Responses Posted:	April 22, 2019
Proposals Due:	May 12, 2019
Interviews:	May 22, 2019
Anticipated Contract Award:	June 2019

INSTRUCTIONS

Submittal Information:

In an effort to comply with environmentally-friendly practices, Proposals are due by 11 a.m. on May 12, 2019, in electronic format only via email to the email address of the RFP Administrator indicated below.

RFP Administrator: Anthony Nguyen
T: 949-644-3080
E: anguyen@newportbeachca.gov
(Please mark all submittals "RFP – Community Engagement")

It is the responsibility of the Proposer to ensure that their Proposal is received before the stated deadline. The RFP Administrator may be contacted at 949-644-3080 to verify receipt of proposals. Postmarks will not be considered as a valid excuse for delayed or missing proposals. In the event Proposers either cannot submit Proposals electronically or the Proposals are too large to transmit, Proposers must contact the RFP Administrator to make arrangements for hard copy delivery.

Questions, Answers and Addenda to RFP:

Prior to the RFP submission deadline questions may arise regarding the specifications and procedural or administrative matters. By April 15, 2019, all questions pertaining to this RFP shall be directed to the RFP Administrator only. The RFP Administrator will draft, in consultation with other City staff, a response to all questions submitted and email the responses to all potential Proposers who have requested responses. Additionally, the questions and responses will be posted on the City's website on April 22, 2019. Changes to the RFP itself shall only be made by the City via formal written addenda. All addenda shall become a part of the RFP document requiring response by the proposer where indicated.

Proposal Format:

Proposers shall submit one (1) electronic copy of their proposals to the RFP Administrator. Please refer to Proposal Requirements Checklist (Attachment C) for specific directions regarding the content and format of your proposal. As closely as possible, please adhere to the format and order provided in the Proposal Requirements Checklist when assembling proposals. Please note that part of the evaluation criteria takes into consideration the *responsiveness* of a proposal; proposals missing the required components listed below will be evaluated accordingly.

TERMS AND CONDITIONS

I. Acceptance of Terms and Conditions

Submission of a proposal indicates acceptance by the company submitting the proposal of the terms, conditions and specifications contained in this RFP and Draft Agreement, unless clearly and specifically stated otherwise in the completed Statement of Compliance.

II. Precedence of Terms and Conditions

All other terms and conditions of the Draft Agreement attached within this RFP as Appendix A are hereby incorporated into the terms and conditions of this RFP. In the event of a conflict of terms and conditions between the RFP document and the draft agreement, the terms and conditions expressed in the Draft Agreement shall take precedence.

III. Public Record

Upon submission of a proposal and other materials for consideration by the City, such proposals and materials shall become the property of the City of Newport Beach. Proposals may be subject to public inspection and disclosure pursuant to state and federal law after the award of a contract for this Project. Prior to the RFP deadline, proposals may be modified or withdrawn by an authorized representative of the Proposer by written notice to the RFP Administrator.

IV. Availability of Records

All relevant documents pertaining to this RFP and procurement process shall be made available by the Community Development Department upon successful conclusion of the entire procurement process.

V. Late Proposals

Any proposal which is not received by the RFP Administrator prior to the deadline date and time set forth in this solicitation may not be considered. The City assumes no responsibility or liability for the transmission, delay, or delivery of a proposal by either public or private carriers.

VI. Specificity of Information

No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

VII. Errors and Omissions

This RFP cannot identify each specific, individual task required to successfully and completely implement this Project. The City relies on the professionalism and competence of Proposers to be knowledgeable of the general areas identified in the scope of work and to include in their proposals all materials, equipment, required tasks and subtasks, personnel commitments, man-hours, labor, direct and indirect costs, etc. Proposers shall not take advantage of any errors and/or omissions in this RFP document or in the firm's specifications submitted with their proposals. Where such errors or omissions are discovered by the City, full instructions will be given by the City in the form of an addenda.

VIII. Proposal Validity

Unless otherwise noted by the Proposer, all proposals shall be held valid for a period of 180 days.

IX. Right of Rejection

The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal, and to waive minor defects or technicalities in such; (2) Request clarification of any information contained in a proposal; (3) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the City may deem necessary; (4) Disregard all non-conforming, non-responsive, or conditional proposals, (5) Reject the response of any proposer who does not pass the evaluation to the City's satisfaction, (6) Allow for the correction of errors and/or omissions; (7) Select the proposal that will best meet the needs of the City, and (8) Negotiate service contract and terms with the successful Proposer.

X. Right of Rejection of Lowest Fee Proposal

The City is under no obligation to award this project to the Proposer offering the lowest fee proposal. Evaluation criteria expressed in this RFP solicitation shall be used in the proposal evaluation process. In evaluating proposals, the City may consider the qualifications of the proposers and whether the proposals comply with the prescribed requirements. The size and scope of the Project at hand may dictate the degree to which Qualifications-Based Selection processes are utilized.

XI. Non-Compliance

Proposers and/or proposals that do not meet the stated requirements for this Project may be considered noncompliant and may be disqualified, unless such noncompliance is waived by the City. During the evaluation process, the City reserves the right to request additional information or clarification from those submitting proposals, and to allow corrections of errors and/or omissions.

XII. Exceptions to Proposal Requirements

Proposers may find instances where they must take exception with certain requirements or specifications of the RFP and/or Draft Agreement. All exceptions shall be clearly identified using the Statement of Compliance, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

XIII. Determination of Responsiveness and Responsibility

The City shall have sole authority in determining the responsiveness and responsibility of any and all Proposals. For Proposals containing exceptions to specifications and/or requirements, the City shall have sole authority in determining the extent to which exceptions affect the responsiveness and responsibility of any and all Proposals.

XIV. Obligation to Award

The City of Newport Beach is not obligated to enter into a Contract or Agreement on the basis of any proposal submitted in response to this RFP. City reserves the right to award multiple contracts for this Project if it is deemed most advantageous to the City.

XV. Bidder Reimbursement Prohibition

The City will not pay for any information herein requested, nor are they liable for any costs incurred by any vendors prior to award of a contract or purchase order. The City may require the finalist proposer(s) to provide on-site presentations and demonstrations of the product(s)/service(s) proposed by the proposer(s). All costs associated with the demonstrations or follow-up interviews are the sole obligation of the proposer(s).

XVI. Gratuity Prohibition

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City for the purpose of influencing consideration of this proposal. Submission of a Proposal indicates Proposer certifies that they have not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.

XVII. Contact with City Personnel or Entities

During the RFP procurement process, proposal evaluation process and proposal selection process, the RFP Administrator is to serve as the primary point of contact for any and all matters pertaining to this RFP and Project. Proposers shall not contact any City personnel or entities other than the RFP Administrator for matters regarding this Project until conclusion of the entire procurement process, which shall be defined as Agreement Award. Unauthorized contact may result in disqualification of Proposals.

XVIII. Indemnification

Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services. Submission of a Proposal indicates Proposer waives the right to claims for damages of any nature, whatsoever, based on the Proposal solicitation and/or selection process.

XIX. Insurance Requirements

The selected Consultant(s) for this Project shall be required, prior to the execution of a Contract, to furnish proof of insurance. The specific insurance types and limits depend on the Project and can be found in the Draft Agreement (Appendix A) of this RFP solicitation.

XX. Compliance with All Applicable Laws

Proposer declares that it shall comply with all licenses, statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, including, but not limited to, appropriate contractor licensing and business licensing.

XXI. Inclusive Proposal Pricing

Proposal pricing shall include any and all applicable licenses, insurance coverage, endorsements, bonding and if necessary, any wage compliance deemed necessary to perform the Work or Services as part of the Project described in this RFP. City will not be responsible for reimbursing Consultants for any charges not included in the Proposal pricing that are incurred in securing these requirements.

XXII. Subcontractor/Joint Ventures

The selected Consultant shall be the Prime Contractor performing the primary functions of the Agreement. If any portion of the Agreement is to be performed by a subcontractor, this must be clearly set forth in the Proposal submittal as to what part(s) is/are to be delegated. The City reserves the right to reject any Proposal wherein use of subcontractors significantly affects the ability of the Proposer to function as the Prime Contractor on the awarded Agreement. The Prime Contractor will at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them. Acceptance or rejection of a Proposer's request to use subcontractors is at the sole discretion of the City.

SECTION 2:

SCOPE OF SERVICES



SCOPE OF SERVICES

The following is a basic description of the anticipated work program components. These components are not all-inclusive and the Consultant is encouraged to provide recommendations to help achieve the City's objective.

Task 1. Consultant Familiarization with the General Plan

- a) The Consultant shall review and become familiar with the current General Plan and all its elements, goals and policies. Particular attention must be paid to the Vision Statement.
- b) The Consultant shall be familiar with current State requirements for general plans to understand where the General Plan must be updated to comply with State law.

Task 2. Community Engagement and Outreach Program Preparation

- a) The Consultant, with the assistance of the Steering Committee and City staff, shall prepare a community engagement and outreach program (Outreach Program). The goal of the Outreach Program is to creatively engage as many constituents as possible, to energize their participation, and to solicit and receive as much feedback as possible about the General Plan. The process will be open, transparent, and inclusive. Program execution must be interactive where the community can:
 - Learn about the current General Plan and provide input as to how it may need to be updated;
 - Examine and refresh the existing General Plan Vision Statement as needed; and
 - Provide input on the various General Plan Elements, Goals and Policies contained therein that may be updated in the future to reflect a refreshed Vision Statement, emerging trends, and State law requirements.

The program must include:

- Preparation and maintenance of an interactive online webpage/portal. Please see the City's initial pages for the effort at www.newportbeachca.gov/gpupdate. The City intends to host the website and provide Consultant access to the system for creation and maintenance purposes, unless there is a compelling reason to do otherwise;
- Appropriate user-friendly educational materials;
- Seven visioning workshops, one in each Council District, where the community can debate what is working, what is not working, and where we want to go as a community;
- Several individual stakeholder meetings;
- Innovative methods of driving active participation from the community; and
- Digital engagement through use of virtual town hall meetings, citywide and neighborhood-centric on-line surveys, and use of various different social media platforms. The purpose of using digital forums is to better reach those members of the community who might not be able to participate in physical community meetings for whatever reason; and
- A schedule for implementation of the Program.

The Outreach Program will be reviewed and approved by the Steering Committee prior to kickoff.

- b) The Consultant, with the assistance of the Steering Committee and City staff, shall implement the Outreach Program based upon the identified schedule. City staff will assist in scheduling and securing proper locations for workshops or other stakeholder meetings.

Task 3. Capturing Community Desires

The Consultant shall be responsible for capturing and documenting the community's comments and suggestions for change throughout the Listen and Learn process. The overall purpose is to create a focused and easy-to-navigate resource to guide potential updates to the General Plan after the conclusion of the Listen and Learn process. This Task shall include the following minimum components:

- A detailed discussion with a consensus statement, a summary of desired changes to the Vision Statement, and all other potential changes to the General Plan or issues to be addressed through other means (e.g., Zoning Code, etc.);
- All the various voices and thoughts expressed, provided they are relevant and reasonable; and
- An up-to-date, user-friendly online portal that is maintained throughout the project.

The final draft document must be created in a presentable, organized, user-friendly fashion that includes a complete overview of the Outreach Program efforts and everything that was learned from the Community. The Consultant shall present the draft document and the information contained therein to the Community at a Steering Committee meeting. The Steering Committee may direct several changes to the draft document and the Consultant shall be responsible for producing a final document.

Consultant Representative

The Consultant shall assign a primary representative and an alternate to perform the services described in the scope of work. Approvals of the individuals assigned shall be at the Steering Commissions discretion. Each individual shall be identified in the proposal and resumes shall be provided with references. The Consultant's representatives shall remain responsible for all duties from contract negotiations through project completion. If the primary representative is unable to continue with the project, then the alternate representative is expected to become the primary representative.

Additional Consultant Responsibilities

The Consultant shall be responsible for completing the specified services in accordance with the City's standard "Professional Services Agreement". A copy of the standard agreement is attached as Appendix A. Services specified in this agreement shall be taken directly from the Consultant's proposal and from the "Request for Proposal". In addition, the scope of services may be adjusted at the discretion of the City to incorporate information generated in the interview process or as otherwise deemed appropriate by the Steering Committee or City Council.

City Responsibilities

The City will provide the following items to assist the Consultant in completing the requested services:

- Primary and alternate City representative;
- General Plan;
- Preparation of map exhibits, if needed;

- Coordinate and schedule meeting spaces for Staff, Steering Committee, stakeholder and public meetings;
- Notice of Steering Committee meetings, post meeting agendas and preparation of action minutes; and
- Provide staff support, oversight and direction during to the Consultant throughout the process.

Payment for services shall be monthly based upon satisfactory progress, submission of requests for reimbursement, and percent of work completed, with a retention factor that recognizes the value of the work is heavily dependent on delivery of the final report.

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SECTION 3:

PROPOSAL ATTACHMENTS

DRY



ATTACHMENT A: STATEMENT OF COMPLIANCE

Instructions: Each proposal must be accompanied by a signed Statement of Compliance. The Proposer must sign one, and only one of the declarations stated below and remit as part of your Proposal as Attachment A.

No Exceptions. The undersigned declares that the Proposal submitted by (Name of Firm) _____ to prepare an amendment to the Newport Beach Land Use Element as described in the RFP was prepared in strict compliance with the instructions, conditions, and terms listed in the RFP, Scope of Services and Draft Agreement with no exceptions taken.

Signature

Date

Printed Name and Title

Exceptions. By signing below, the Proposer acknowledges that the Proposal submitted by (Name of Firm) _____ has been prepared in consideration of and with exception to some of the terms of the RFP, Scope of Services and Draft Agreement. By signing below, the Proposer declares that the Proposal includes a statement that identifies each item to which the Proposer is taking exception or is recommending change, includes the suggested rewording of the contractual obligations or suggested change in the RFP, and identifies the reasons for submitting the proposed exception or change. The City reserves the right to reject any declarations that are not accompanied with the required documentation as described above.

Signature

Date

Printed Name and Title

[Attach a separate sheet(s) detailing each exception being taken]

ATTACHMENT B: PROPOSER INFORMATION FORM

Instructions: Complete the form below and remit as part of your Proposal as Attachment B.

CONSULTANT INFORMATION

CONSULTANT/FIRM NAME:

ADDRESS FOR NOTICES:

MAIN CONTACT (NAME AND TITLE):

CONTACT NUMBERS:

TELEPHONE:

FAX:

E-MAIL ADDRESS:

FIRM SIGNATURE AUTHORIZATION AND CERTIFICATION

Per the California Corporate Code, Business and Professions Code, the Consultant's Bylaws/Operating Agreement and/or the attached Board Resolution (if applicable), I/we hereby verify that I/we am/are (an) authorized signatory(ies) for the aforementioned Consultant and as such am/are authorized to sign and bind the Consultant in contract with the City of Newport Beach.

1. CONSULTANT AUTHORIZED SIGNATORY(IES):

SIGNATURE	PRINT NAME	TITLE	DATE
-----------	------------	-------	------

SIGNATURE	PRINT NAME	TITLE	DATE
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2. SIGNATURE AUTHORIZATION IS PROVIDED IN ACCORDANCE WITH:

☐ Proposer's Bylaws/ Operating Agreement

Section _____

☐ Copy Attached

☐ Board Resolution

☐ Copy Attached

☐ Corporate or Business and Professions Code**

**If Consultant is a corporation, two (2) authorized signatories will be required on all documents submitted, unless specified in the organization's Bylaws or corporate resolution.

IMPORTANT NOTE: If the signature authorization status of any individual changes during the term of the contract, it is the responsibility of the Consultant to contact the City Administrator for the Consultant regarding the change and to complete and submit a new Signature Authorization Form. Incorrect information on file may delay the processing of any of the documents submitted.

ATTACHMENT C: PROPOSAL REQUIREMENTS CHECKLIST

Instructions: This checklist is provided as a guide for Proposers to assemble Proposals. As closely as possible, please adhere to the following format and order when assembling proposals. Please note that part of the evaluation criteria takes into consideration the responsiveness of a proposal; proposals missing any required attachments shall be evaluated accordingly. Submittals should follow the same order and sections indicated below:

PART 1: TECHNICAL PROPOSAL SECTION

SECTION A: PROPOSER BACKGROUND

☐ **COVER LETTER**

A cover letter not to exceed two (2) pages in length shall summarize key elements of the proposal and demonstrate an understanding of the Project as requested. The cover letter shall be signed by a representative able to submit a formal offer and bind the Proposer to contractual obligations.

☐ **ORGANIZATIONAL STRUCTURE**

Provide identification of the project team, including organizational chart and resumes of each team member. The consultant's primary representative shall be available on all occasions for discussion with City staff. Specific responsibilities of each team member, along with their anticipated total effort in the projects, shall be detailed in a matrix of total hours of work for each task versus each job classification on the project. Identify key personnel from your firm, including specific personnel that would be assigned to this Project, if any. Any and all Prime Contractor and Subcontractor relationships and responsibilities must be detailed.

SECTION B: METHODOLOGY

☐ **PROPOSAL – METHODOLOGY**

Provide your proposed work plan, which shall address every point listed in the scope of services. The ideal work plan should provide an overview of the processes that would be utilized by your firm in facilitating this Project and demonstrate familiarity with developing similar plans. If your firm offers additional services not specifically described in the Scope of Services, provide a description of these services and the benefit they serve to the City.

☐ **ANTICIPATED WORK SCHEDULE**

Provide a comprehensive proposed project schedule, including proposed start and completion dates for each task.

SECTION C: PROPOSER EXPERIENCE

☐ **MINIMUM REQUIREMENT: EXPERIENCE**

Demonstrate experience with at least three (3) projects of a similar scope and nature by providing a synopsis of each project.

☐ **REFERENCES/RECENT PROJECT HISTORY**

Provide at least three (3) references for whom your firm has performed similar services. Provide a brief synopsis of the services performed, and contact information for each reference. Emphasis will be placed on references that are local government entities. The City reserves the right to contact any references provided.

SECTION D: PROPOSAL ATTACHMENTS

☐ **ATTACHMENT A: STATEMENT OF COMPLIANCE**

Proposers must submit a signed Statement of Compliance with proposals. The Statement of Compliance is separated into two sections, only one of which is to be signed. The first section states that the Consultant agrees with all terms and conditions as indicated in this RFP document and/or Draft Agreement; the second section states that the Consultant intends to take exception to certain terms and conditions within the RFP document and/or Draft Agreement.

☐ **ATTACHMENT B: PROPOSER INFORMATION FORM**

☐ **ATTACHMENT C: PROPOSAL REQUIREMENTS CHECKLIST**

☐ **OTHER INFORMATION**

Include any other information you consider to be relevant to the proposal.

PART 2: COMPENSATION PROPOSAL SECTION

☐ **COST/FEE PROPOSAL**

Provide a not-to-exceed fee for the services to be provided and current fee schedule for each job classification. **These items shall be submitted in a separate submittal.** The fee shall be broken down showing hours for each job classification for each task, fee for each task, and shall include miscellaneous costs such as travel, duplication, clerical support, etc. The City reserves the right to eliminate any tasks from the scope of work, and reduce the not-to-exceed fee by the cost of the task eliminated.

SUBMISSION INSTRUCTIONS

☐ **ELECTRONICALLY TRANSMIT ONE (1) COPY OF THE TECHNICAL PROPOSAL SECTION TO RFP ADMINISTRATOR**

Proposals may be e-mailed to: anguyen@newportbeachca.gov

☐ **ELECTRONICALLY TRANSMIT ONE (1) COPY OF THE COMPENSATION PROPOSAL SECTION TO RFP ADMINISTRATOR**

Proposals may be e-mailed to: anguyen@newportbeachca.gov

SECTION 4:

APPENDICES

Appendix A: Draft Agreement

