

Attachment A

Draft Request for Proposals

CITY OF NEWPORT BEACH



REQUEST FOR PROPOSAL COMMUNITY ENGAGEMENT AND GENERAL PLAN EVALUATION AND UPDATE

RFP Due Date:

April 12, 2019 - TBD

RFP Administrator:

Anthony Nguyen, Purchasing Agent

949-644-3080

anguyen@newportbeachca.gov

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SECTION 1:
RFP OVERVIEW

DRAFT



Objective:

The City desires to comprehensively review and update the Newport Beach General Plan where necessary and desirable. The purpose of the update is to reflect current conditions, State general plan requirements, and the City's future vision as identified by the community. The goal is to start the process in early 2019, and complete the process in the late of 2021.

The first step will be to review the existing General Plan Vision Statement with the community to identify how it might be modified to reflect current thoughts and aspirations. Second, the City's General Plan needs to be examined to see how it meets State general plan requirements, and after consultation with the community through a robust outreach effort, how might the general plan be amended to reflect the consensus of the community. The term "community" is the entire community living and working in the City, including residents, special interest groups, homeowners associations, property owners, the business community, and regulatory agencies; the term is all-inclusive.

The process will involve citizen oversight through various methods including a 3-5 person Steering Committee appointed by the Mayor or City Council who will report to the City Council. The Steering Committee will advise a larger General Plan Advisory Committee (GPAC) who will conduct a series of public meetings as necessary on the evaluation and update process. The Parks, Beaches and Recreation Commission (PB&R), the Harbor Commission, and the Planning Commission will conduct hearings that will also shape the process. Ultimately the City Council will review and act on the environmental documentation and update itself. The process will be conducted in an open and transparent manner. The City strongly desires innovative and exciting ways to engage with the entire community to maximize understanding, feedback, and participation.

The City seeks a qualified consultant or consulting team (Consultant) to guide the community and prepare the update consistent with these goals and principles. City staff, primarily through the Community Development and Public Works Departments, will energetically support, guide and direct the Consultant throughout the process. The City has a robust geographic information system (GIS) and trained staff to provide mapping and database support. All City Departments will be involved in one way or the other.

DRAFT SCHEDULE OUTLINE

a) February 2019 – May 2019 (3 -4 months)

- Request for proposals
- Proposal evaluations
- Consultant selection

b) June 2019 – March 2021 (21 months)

- Community outreach and Visioning process
- General Plan evaluation process
- General Plan Advisory Committee meetings
- Market and fiscal analysis and other technical analysis preparation
- Draft General Plan Amendments preparation
- Draft Environmental Impact Report preparation

- Harbor Commission and Parks, Beach and Recreation Commission meetings

c) March – May 2021 (3 months)

- Draft Environmental Impact Report public review.
- One workshop with the Planning Commission will be conducted on the draft EIR at the beginning of the comment period.

d) June – July 2021 (2 months)

- Planning Commission public hearings.

e) August – September 2021 (2 months)

- City Council public hearings, EIR certification, and plan adoption.

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 of the Land Use Element Amendment.
- “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.

Proposal Evaluation Criteria:

Proposals will be evaluated on the basis of the response to all 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 order in which they appear is not intended to indicate their relative importance. 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 opinion, 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 shall employ a two-step process to select a Consultant for this Project, with an option for a third step, if necessary. In the first step, known as "Technical Evaluation," a panel shall rate the technical qualifications of all Proposals using the criteria described above to arrive at a Technical Score. Each criteria shall be assigned a unique scoring weight based on the significance of each criteria 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 panel 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 Cost Proposal of the highest-qualified firm will be opened and 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:	Friday, March 1, 2019
Questions from Proposers Due:	March 15, 2019
Questions and Responses Posted:	March 22, 2019
Proposals Due:	April 12, 2019
Interviews:	Week of April 22, 2019
Anticipated Contract Award:	May 2019

Anticipated Budget:

At this time, the City does not have a good estimate of costs; however, it is prepared to allocate \$2,000,000 over several budget cycles to the amendment process. If additional funding is suggested by Consultant, the City will consider it based upon compelling needs and the availability of funds. The City budgeting would not include City staff costs. The City operates on a fiscal year budget, beginning July 1 and ending the following June 30 of each year.



INSTRUCTIONS

Submittal Information:

In an effort to comply with environmentally-friendly practices, Proposals are due by 11:00 A.M. on April 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 anguyen@newportbeachca.gov
(Please mark all submittals "RFP – General Plan Update")

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 March 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 March 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 general description of the anticipated work program components. These components are not all-inclusive and the consultant is encouraged to provide recommendations with respect to scope and order of completion that provides a logical and focused approach to evaluating and updating the Newport Beach General Plan.

Task 1. Community Engagement, Marketing and Outreach Plan

The Consultant, with the assistance of City Staff, will creatively engage and maintain participation from the community throughout the update process. It is the City's intent to provide an open and transparent process where the community can:

- Re-examine and refresh the existing General Plan Vision Statement;
- Update the various elements of the General Plan to reflect the vision, emerging trends and state law as directed; and
- Have fun throughout the process.

The Consultant shall prepare and implement a community engagement plan that should include:

- Appropriate marketing and branding of the update and process;
- Up to three to five visioning workshops with the community;
- Up to 50 individual stakeholder meetings assisted by City staff;
- Preparation and maintenance of City-hosted webpage(s) that provide a comprehensive portal of information and community interaction. Please see the City's initial pages for the effort at www.newportbeachca.gov/gpupdate;
- Innovative and cutting-edge methods of driving active participation from the community;
- Use of virtual town hall meetings, surveys, and a social media periodically throughout the update process; and
- Participation in all committee and commission workshops, meetings, and public hearings.

Task 2. General Plan Advisory Committee (GPAC)

The City will create a Ralph M. Brown Act regulated committee and appoint members of the community to it. The Committee will meet monthly at a regularly scheduled date and time as necessary. Meetings will be held during the evenings in the Civic Center or at other locations within the City as deemed appropriate. The purpose of the committee is to provide opportunities for public participation and to guide/shape the draft update as guided by the Steering Committee. The committee will be made up of 20-25 members selected by the City Council after an application review process. Committee membership will reflect the diverse nature of the City's geography and competing interests. The goal is to create a balanced, conscientious and civic-minded group that actively listens and finds consensus on a variety of issues to be an effective body.

The Consultant will participate in all GPAC meetings and will prepare discussion materials and technical memorandums for the scheduled topics. The Consultant will lead creative discussions on the various topic

matters within the complete scope of the update. The consultant will be responsible for preparing detailed minutes of the meetings for review and GPAC adoption.

Task 3. Facilitate Review and Provide Recommendations and Draft Update

The City anticipates reviewing all elements of the General Plan and updating where necessary and required. The following list of elements and issues should act as a general guide:

a) Land Use Element – Policy Review and Update

As part of the 2013/2014 effort to amend the Land Use Element, all of the policies were comprehensively reviewed with many revisions proposed to reflect current community conditions; these policy revisions should be re-examined for potential inclusion in this update. Unbuilt development potential should also be evaluated to ensure it reflects the community's new vision.

Community comments related to recent development applications indicate the need to reexamine development in the Airport Area and Newport Center. Are current general plan policies appropriate given current and future trends?

Other areas for review, include, but are not limited to: Banning Ranch, Mariner's Mile, West Newport Mesa, and Newport Coast. The City also anticipates examining the land use and existing density and intensity of development of several small and medium-sized sites.

The Local Coastal Program (LCP) was certified by the Coastal Commission in 2017, and the General Plan should be updated to provide or maintain consistency.

b) Circulation Element - Policy Review and Update

Review the Master Plan of Arterial Highways (e.g., deletion of the 19th Street bridge and other potential changes), the City's Bikeway Master Plan, other relevant plans, and the new "Complete Streets" requirements of the state general plan requirements. Evaluate emerging mobility trends (i.e. autonomous vehicles, ridesharing services, etc.) and identify appropriate policies or amendments that meet community goals and are consistent with the Land Use Element. The status of Coast Highway through the Mariners' Mile corridor has come under scrutiny and will be a topic of analysis and potential change.

City Traffic Engineer Tony Brine, P.E. will be contracting the preparation of the updated circulation element separately. The Consultant will be responsible for coordinating with the selected circulation element consultant to incorporate the work product within the update.

c) Housing Element - Policy Review and Update

The Housing Element was last updated in 2013, and later certified. An update is required by the end of 2021 and the Regional Housing Needs Assessment (RHNA) process has begun. Changes to state housing element law will necessitate a complete review of housing opportunity sites. Additionally, potential Land Use Element changes could necessitate additional revisions to housing element policies.

d) Safety Element - Policy Review and Update Necessary

The Safety Element was last amended in 2008, to reflect the 2008 Local Hazard Mitigation Plan (LHMP). The LHMP was updated in 2016, and the Safety Element needs to be reviewed and updated to reflect current conditions and the various requirements of State Law. Adaptation to climate change and sea level rise are important considerations to the City of Newport Beach.

e) Harbor and Bay, Historical Resources, Recreation, Arts and Cultural, Natural Resources, Noise Elements - Policy Review and Update where Necessary.

Review goals, policies, programs and diagrams and update where appropriate to reflect current conditions, the planned update, and to provide consistency among all elements.

f) Environmental Justice – Prepare New Policies or Element

Under SB 1000, local governments must either adopt an environmental justice element or include environmental justice goals and policies in appropriate General Plan elements. At this point, City staff envisions incorporating environmental justice within the various other elements rather than creating a new element. The City is interested in receiving feedback from prospective Consultants on the best approach.

g) Sustainability – Prepare New Policies or Element if Directed

The community has expressed interest in possibly adding a Sustainability Element to the General Plan. Alternatively, sustainability policies could be incorporated into other General Plan elements.

h) Implementation Program – Review and Update where Necessary

The existing implementation program should be reviewed and updated as necessary based upon the update. The program should be streamlined where possible to facilitate the preparation of an annual report as required by State law on the status of the General Plan and the City's progress in its implementation, including progress in meeting its share of regional housing needs.

Task 4: Market and Fiscal Analysis

Market studies and a fiscal analysis will provide the basis for recommended land use policies and possible land use changes.

a) Market Analysis - Foundational Information for Land Use and Circulation Discussions.

Evaluate key areas of community: 1) Airport area – office trends, mixed-use viability; residential market absorption, minimum square footage of commercial. 2) Fashion Island – regional commercial trends, entertainment trends. 3) Newport Center – office trends, residential demand/need. Provide additional market analysis for key uses such as residential, hospitality, harbor excursion, restaurants, and recreational activities.

b) Fiscal Analysis - Foundational Information for Land Use Discussions.

Identify existing General Plan baseline conditions and later analyze effects of various land use options. A fiscal model was created for the 2006 General Plan update by Applied Development Economics, Inc. (ADE). Doug Svensson, AICP at ADE has updated the model and conducted focused studies for the City from time-to-time. The City does not anticipate creating a new fiscal model at this time for budgetary reasons unless there are compelling reasons to consider the creation of a new model.

Task 5. Compliance with the California Environmental Quality Act (CEQA)

The consultant and/or sub-consultants will be responsible for the preparation of a complete environmental analysis in accordance with the California Environmental Quality Act (CEQA). This task includes conducting a scoping meeting, the preparation of all notices, identification of baseline conditions, preparation of the draft and final EIR, responses to comments, findings for certification of the EIR and adoption of the update, statement of overriding conditions (if necessary). Evaluating the environmental effects of several of land use options to identify a preferred draft land use Plan. The number of options will be determined in concert with the public outreach program and direction provided by the City. The scope of services should assume preparation, recording, posting, mailing and facilitation of all required public notices and meetings. The City will provide ownership addresses, post notices and secure meeting locations.

A long-range traffic model was created for the 2006 General Plan update by Urban Crossroads, Inc. The City does not anticipate creating a new traffic model at this time for budgetary reasons unless there are convincing and compelling reasons to create a new model.

The Consultant needs to provide a detailed scope of work for the preparation of the EIR analysis describing each component item and environmental topic and provide an estimate of hours and costs. The Consultant shall provide an hourly rate schedule for anticipated staff members.

Task 6. Plan Preparation and Public Hearing Process

The consultant will be responsible for submitting draft documents for staff review and updating as directed. While the City has full GIS mapping capabilities and a complete land use database, support from the consultant team may be required based on availability of staff resources.

The consultant shall be prepared to provide presentations at the required all GPAC meetings; Parks, Beaches and Recreation Commission (PB&R); the Harbor Commission; the Planning Commission; and City Council public hearings and respond to questions. Since some of the amendments will likely be within the boundaries of the Airport Environs Land Use Plan, attendance at Airport Land Use Commission meetings may also be necessary.

Consultant Representative

The Consultant shall assign a primary representative and an alternate to perform the services described in the scope of work. Each shall be identified in the proposal and resumes shall be provided with references. The Consultant's representatives shall remain responsible of all duties from contract negotiations through project completion. If the primary representative is unable to continue with the project, then the alternate representative shall 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".

City Responsibilities

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

- Primary City representative;
- General Plan land use data;
- Update of GIS mapping, if needed;
- Coordinate and schedule meeting spaces for Staff, Committee and Public Meetings;
- Notice Public Meetings, post meeting agendas and meeting minutes in accordance with the Brown Act;
- Provide staff support, oversight and direction during the development of the amendment; and
- Prepare Planning Commission and City Council Staff Reports and schedule public hearings.

Payment for services shall be monthly based upon satisfactory progress, submission of requests for reimbursement, and percent of work completed.

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SECTION 3:
PROPOSAL ATTACHMENTS

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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

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 bid 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

DRAFT

