

Draft Outline Request For Proposals

Table of Contents

Section I: Request Summary

Section II: Context and Background

Section III: Draft Scope of Services

- Project management and coordination
- Public engagement plan
- Citywide VMT-based traffic model
- General Plan update
- Recommended zoning code update summary
- Environmental and technical analyses
- Hearings, meetings, and events

Section IV: Proposal Preparation

- Format and content
- Instructions for submittal

Section V: Evaluation

- Criteria
- Schedule
- Budget

Section VI: Other RFP Details

- Supplemental terms and conditions
- Legal statements
- Insurance requirements

I. **Request Summary.** The City of Culver City invites proposals from qualified firms to provide General Plan update consulting services for the preparation of:

- A comprehensive update to the City's General Plan
- A public engagement plan
- A VMT-based traffic forecasting model
- California Environmental Quality Act documentation necessary for approval
- Associated background and technical studies.

The City anticipates that the consultant team could be comprised of a lead and multiple sub-consultants.

Proposals are due at 3:00 PM on due date and must be delivered in a sealed envelope labeled “General Plan Update Services” to:

City Clerk
City Hall
9770 Culver Boulevard
Culver City, CA 90232

- II. Context and Background.** Culver City is an independent city of nearly 40,000 residents and over 46,000 workers located strategically on the Westside of the central Los Angeles metropolitan region. The City is in the early stages of structuring a process to comprehensively update Culver City’s General Plan so that its elements (dating from 1968 to 2014) reflect current conditions and help create a community vision for future generations. The General Plan update will be a collaborative multi-year process between the City’s many engaged and invested stakeholders, City decision makers and staff, and a creative consulting team. The City now seeks proposals from interested consultants whose skills can help the community guide itself through the change and transformation expected to continue over coming decades.

Yesterday: strategic location for creative production. Culver City was founded in 1917 at the junction of major transportation routes between downtown Los Angeles and the Pacific. As a center for creative production, the city boasted three major motion picture studios by the mid-1920s. Creative work and the transportation network remain central in the city’s economic and social life today - reinforced by the enduring presence of film production, bolstered by a new generation of technology and creative firms, and enriched by new investments in Metro Rail and other infrastructure that continue to bring energy to the community.

Today: high quality of life. Culver City continues to be a highly desirable residential location due to its excellent regional connectivity via the Metro Expo Line and major roadways, its attractive setting near the base of the Baldwin Hills, and its proximity to the beach. The city’s outstanding cultural life, excellent public services, and unique sense of place further contribute to the high quality of life for which the community is known.

Culver City operates under a Council/City Manager form of government. Refer to the following sites for additional information about the City’s current planning documents and initiatives:

- Existing General Plan:
<http://www.culvercity.org/work/building-culver-city/culver-city-general-plan>
- Zoning code:
[http://library.amlegal.com/nxt/gateway.dll/California/culver/title17zoningcode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:culvercity_ca\\$anc=JD_TITLE17](http://library.amlegal.com/nxt/gateway.dll/California/culver/title17zoningcode?f=templates$fn=default.htm$3.0$vid=amlegal:culvercity_ca$anc=JD_TITLE17)
- Current and recently approved Economic Development projects: <http://www.culvercity.org/work/building-culver-city/city-projects/current-economic-development-projects>
- Current and recently approved Current Planning projects: <http://web.culvercity.org/ccprojects/index.html>

Tomorrow: real challenges, significant opportunity. While the city's strategic advantages have resulted in sustained public and private investment, those advantages also present challenges. For example, decades of regional underinvestment in mobility infrastructure have resulted in challenges for all users who move around and through the city. Similarly, the economic success of the city and the Westside have created unprecedented residential demand that has accelerated housing costs, limiting access to housing for many and exacerbating mobility challenges in the region.

The General Plan update will address these and other challenges while supporting and strengthening the vibrancy and community qualities that present enormous opportunity. The City and the consultant team will begin this work by first designing an engagement program that brings the broadest possible public and stakeholder participation into the General Plan Update process. The City is committed to creating public ownership of the Plan and the community's long-term vision for its future.

- III. **Draft Scope of Services.** The City of Culver City seeks qualified firms to provide the services outlined below. If the proposer believes that the Plan would benefit from additional services not explicitly included below, the proposer should identify those additional services, price them, and explain them in its response.
- A. **Project management and coordination.** Proposals should include a line item for project management and coordination, including coordination of sub-consultants and administrative tasks.
 - B. **Public engagement plan.** The City and the consultant team will begin this work by first designing and embarking on an engagement program that brings the broadest possible public and stakeholder participation

into the process. The City is interested in working with firms that have expertise in leading innovative outreach processes resulting in broad participation that leads to long-term community ownership.

- C. **Citywide VMT-based traffic model.** In light of the passing of SB 743, the City is required to create a VMT-based traffic model to support its transportation impact analysis capabilities as a part of CEQA compliance. The General Plan Update CEQA process likely will not reach certification prior to SB 743 going into effect in 2018, unless the State Office of Planning and Research elects to allow an opt-in period of one to two years.
- D. **General Plan update.** The City envisions the General Plan to be updated in a way that is easily understood by non-technical stakeholders and provides guidance for everyday and long-term action. In addition to a comprehensive update of all State-mandated General Plan elements, the City is considering a range of optional topics to address matters relevant to Culver City.

The City is interested in exploring innovative means of structuring and delivering the General Plan to best reflect the City's aspirations for the coming decades and to achieve maximum usability.

- i. *Existing and required elements.* The City will be comprehensively updating all existing elements of its General Plan, all of which are required except for the Recreation Element, in accordance with requirements of the State of California and with the anticipated updated Office of Planning and Research General Plan Guidelines. While a number of elements have received occasional and incremental updates over the years, notably in the 2000s, elements and policies were generally conceived in the 1990s or earlier and reflecting earlier eras of policy and practice. Thus, existing policies are now considered out-of-date and inadequate to meet today's needs.

Year	Element
2014	Housing
2004	Land Use, Circulation, Open Space
1996	Noise
1975	Public Safety
1974	Seismic Safety

1973	Conservation
1968	Recreation <i>*existing optional element</i>

- ii. *Optional elements and other topics.* The comprehensive update will incorporate additional elements identified by the Council and stakeholders and may include:

- Urban design and public places
- Sustainability
- Healthy communities and quality of life
- Economy
- Ballona Creek (water quality and public use)
- Parking
- Cultural planning
- Equity and social justice
- Governance (including regional agency and nonprofit coordination)

A well-qualified respondent will demonstrate expertise in many or all of these areas through its team composition and through the range of project experience it submits.

- E. **Recommended zoning code update summary.** Updates to General Plan goals, policies, and programs may trigger updates to the existing Zoning Code. Preparation of the actual updates to the code are not proposed for inclusion in this scope of work; however, a summary document of all necessary Zoning Code updates will be required to guide City staff through a future update process.

F. **Environmental and technical analyses**

- i. *CEQA documentation (Environmental Impact Report).* Preparation of CEQA documentation for approval of the project will be required, and an Environmental Impact Report is anticipated due to the comprehensive nature of the General Plan update.
- Draft Project Description
 - Final Project Description
 - Notice of Availability
 - Draft EIR
 - Final EIR
 - Statement of Overriding Considerations/Findings of Fact
 - Mitigation Monitoring and Reporting Program
 - Notice of Determination
- ii. *Technical analysis.* Preparation of several technical analyses are anticipated to be required and/or are desired to support the CEQA analysis and the General Plan update itself.

- CEQA
 1. Air Quality and Greenhouse Gas Analysis
 2. Noise Assessment
 3. Mobility Assessment
- Non-CEQA
 1. Economic study / fiscal analysis
 2. Parking study

G. Hearings, meetings, and events. Attendance at meetings and events will be required. Proposals should include anticipated hearing, meeting, and event attendance.

- Coordination Meetings
- Internal Kickoff
- CEQA Scoping
- Community Meetings/Events
- Public Hearings

IV. Proposal preparation

A. Format and content. The proposal shall be organized in the following manner and submitted with the following content:

- i. *Cover page*
- ii. *Table of contents*
- iii. *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 subcontractor, sub consultants, and/or suppliers and a brief history of their background and experience, and any other information called for by this request for proposal which the proposer deems relevant, including restating any exceptions to this request for proposal. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the proposer, staff, subcontractors, and/or suppliers.
- iv. *Questionnaire and response to Scope of Services.* Provide responses and information to fully satisfy each item below. For clarity, restate each question before its corresponding response.
 - a. Proposer and general information
 - a. Provide the proposer's name and address.
 - b. Provide a 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.

- c. Provide general information about the primary contact who would be able to answer questions about the proposal; include a name, title, telephone number and email address.
- b. Qualifications and experience for each firm
 - a. Describe the firm's 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.
 - b. What is the primary business of the parent company and/or affiliates?
 - c. Which office(s) of the 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.
 - d. What is the 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.
 - e. Comment on other areas that may make the firm different from its competitors.
- c. Qualifications and experience of proposed project team
 - a. 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.
 - b. Identify and provide the resume(s) of the personnel who will be assigned to this project.
- d. Response to scope of services
 - a. Describe the methods by which the proposer will fulfill the services requested in the Scope of Services and subsequent sections.
 - b. Provide a statement of the service(s) that differentiate the proposal from other respondents.
- e. Fees

- a. Provide fees for the proposed services. Fee quotes should be detailed by service.
 - b. Outline billing and payment expectations, including timing and method of payment.
 - c. Describe any remaining fees not previously detailed in the above.
- f. References. List the name, address and telephone number of references from at least three (3) 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 DATE TBD 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 proposer to provide Certificates of Insurance evidencing required coverage types and the minimum limits. See Section VII for more information on the City's insurance requirements.
- i. Business tax certificate (if in possession). 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 to maintain an active certificate throughout the contract period.

B. Instructions for submittal

- i. *Due date:* 3:00 PM on RFP DUE DATE TBD
- ii. *Copies:* 1 searchable PDF file and 6 hard copies
- iii. *Transmittal:* Sealed envelope labeled "General Plan Update Services"
- iv. *Submit to:* City Clerk, City Hall, 9770 Culver Boulevard, Culver City, CA 90232
- v. *Details:* 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>. For a complete list of the City's RFP

submittal terms and conditions, legal statements, and insurance requirements, please refer to Section VII, Other RFP Details.

- vi. *Changes*: Any and all changes in the RFP will be made by written addendum, which will be issued by the City to all prospective proposers who have registered for the RFP via the City's website.
- vii. *Preparation costs*: 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 will become properties of the City and will not be returned.
- viii. *Withdrawal*: Any proposer may withdraw its proposal, without obligation, at any time prior to the scheduled due date and time. A withdrawal will not be effective unless received in person or by phone prior to the closing date and time. 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.
- ix. *RFP questions*: Submit questions regarding this RFP to Ashley A. Hefner, AICP, Advance Planning Manager, at ashley.hefner@culvercity.org by DUE DATE. All registered proposers sending questions will receive responses to all questions and any other addenda that may be released, via e-mail, by DUE DATE.

V. Evaluation

A. **Criteria.** Proposals will be evaluated by City staff to assess the proposer's ability to provide services that meet the requirements of the project as described in this document. The city may request that one, several, or all proposer(s) submit presentation, meet for interviews, or participate in a practical exercise or assessment. The adequacy, depth, and clarity of each proposal will influence, to a considerable degree, its evaluation. Proposals will be evaluated on the basis of the following criteria:

- Qualifications and experience (4.b and 4.c)
- Questions and response to scope of services (4.d)
- Fees (4.e)
- References, schedule, and required forms (4.f - 4.i)

During the review process, the City reserves the right to request additional information or clarification from proposers, or allow clarifications, corrections of errors, or correction of omissions. The City

further 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.

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 it deems best suited to serve the City's interest.

B. **Schedule.** The City reserves the right to make changes to the schedule below, but plans to implement this RFP process as follows:

- RFP release: TBD
- Deadline for receiving questions: TBD
- Response to questions: TBD
- Proposals due: DATE TBD, at 3:00pm (PST)
- Finalists selected: TBD
- Interviews: TBD
- Consultant(s) selected: TBD

C. **Budget.** The City Council has set aside approximately two million dollars for the GPU effort to date. Additional funding may be allocated in the next fiscal year.

VI. **Other RFP details**

A. **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.
 - a. 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.
 - b. 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.
 - c. 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.

- d. 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.
- ii. 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.
- iii. 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.

- iv. 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.
- v. 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 collection ideas 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.
- vi. The City is not liable for any cost incurred by proposer prior to issuance of an agreement, contract, or purchase order.

B. 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 requirements: In addition to any other obligations set forth in the specifications, the Contractor shall not discriminate against any employee or applicant for employment because of sex, age, physical handicap, race, color, religion, ancestry, or national origin. Contractor shall take affirmative action to ensure that employees are treated during employment without regard to their age, sex, physical handicap, race, color, religion, ancestry, or national origin. Such affirmative action shall include, but not be limited to, the advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in a conspicuous place available to all employees and applicants for employment notices setting forth the provisions of this fair employment practices paragraph.
- iv. Compliance with the law: The Contractor shall familiarize itself with and perform the service required under this contract in conformity with requirements and standards of the City, municipal and public agencies, public and private utilities, special

districts, and railroad agencies whose facilities and services may be affected by service under this contract. The Contractor shall also comply with all Federal, OSHA, state, and local laws and ordinances applicable to any of the service involved in this Contract. The Contractor shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

- v. 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.
- vi. Indemnity: To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense, with legal counsel approved by City) and hold harmless the City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees (hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, attorneys' fees and judgments arising out of or pertaining or relating to the willful misconduct, recklessness or negligent acts, errors or omissions of Contractor. This indemnity and obligation to hold harmless shall apply regardless of whether or not City prepared, supplied, or approved plans or specifications or inspected any of the work or improvements installed or constructed pursuant to the contract.

C. Insurance requirements. All proposers must meet the following insurance requirements in order to enter into a contractual agreement with the City:

- i. Contractor shall submit duly executed certificates of insurance, with declarations page and endorsement list, which shall be

provided to the City through the department administering the contract, and approved by the City Attorney, for the following:

- a. An occurrence based Comprehensive General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of One Million Dollars (\$1,000,000) each occurrence, with not less than Two Million Dollars (\$2,000,000) in annual aggregate coverage. The CGL Policy shall have the following requirements:
 - a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to City's self-insurance or any pooled risk arrangements;
 - b. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
 - c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law, Contractor's obligation to indemnify the Indemnitees as required under the Indemnity provisions of the Contract;
 - d. The Policy shall not exclude coverage for Completed Operations Hazards; and
 - e. The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as an additional insured in an endorsement to the policy.
- b. Business Automobile Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000), providing coverage for use of mobile equipment (i.e. heavy mobile equipment or vehicles primarily for use in an off-road environment), to the extent that (1) such mobile equipment will be used within the City limits or on City business, and (2) coverage for mobile equipment is not otherwise covered by the CGL policy listed in subparagraph (a), above.
- c. Workers' Compensation limits as required by the Labor Code of the State of California with Employers' Liability limits of One Million Dollars (\$1,000,000.00) per accident, if the Agreement will have Contractor employees working within the City limits.

- d. Professional/Negligent Acts, Errors and Omissions Insurance (where applicable) in the minimum amount of One Million Dollars (\$1,000,000) per claim, and shall include coverage for separate "personal injury" alleged to have been committed in the course of rendering professional services, unless such coverage is provided by the CGL policy listed above.
- ii. Waiver by the City: City may waive one or more of the coverages listed in Section I above. This waiver must be express and in writing, and will only be made upon a showing by the Contractor that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.
- iii. Additional insurance requirements:
 - a. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A:VII or better in the current Best's Insurance Reports;
 - b. Contractor shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days' notice for cancellation due to non-payment;
 - c. City may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice Contractor.
 - d. If your insurance carrier charges an additional fee, you must include that amount in your project costs.