

# REQUEST FOR QUALIFICATIONS FOR CONSULTANT PLANNING SERVICES



1515 6<sup>th</sup> Street  
Coachella, CA 92236

**CITY OF COACHELLA  
REQUEST FOR QUALIFICATIONS  
CONSULTANT PLANNING SERVICES**

**INSTRUCTIONS TO PROPOSERS**

**I. GENERAL**

The City of Coachella ("City") has prepared this Request for Qualification ("RFQ") and is requesting proposals from qualified and interested consultant firms<sup>1</sup> ("Proposers") to provide planning-related services. All Proposers shall be properly licensed for the performance of the Services in accordance with California law.

**II. SCOPE OF SERVICES; PROFESSIONAL SERVICES AGREEMENT**

The scope of services ("Services") sought under this RFQ are set forth in more detail in Exhibit "A", attached hereto and incorporated herein by this reference.

The City intends to enter into multiple agreements for the various Services being sought. As needed, the City may enter into contract with multiple individuals or firms who provide the same Services. Consultant Services will be on an as-needed, on-call basis. Due to the as-needed nature of the work, no work is guaranteed on a contract, even if awarded. The term of the agreement will be 3-4 years and the scope of work will vary and will be requested on a task order basis as the need arises.

Notwithstanding the inclusion of such Services in the RFQ, the final scope of Services negotiated between City and the successful Proposer shall be set forth in the Professional Services Agreement ("Agreement") executed by and between City and the successful Proposer. A copy of the Agreement is attached hereto as Exhibit "B" and incorporated herein by this reference.

**III. PUBLIC WORKS PREVAILING WAGE AND DIR CONTRACTOR REGISTRATION**

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations ("DIR"). Copies of the State of California wage schedules are available for review at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In addition, a copy of the prevailing rate of per diem wages will be made available at the City's office upon request. The successful Proposer shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Proposer to whom the Agreement is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Agreement, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish

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<sup>1</sup>Use of the term "firm" shall mean individual proprietorship, partnership, Limited Liability Company, corporation or joint venture.

to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No proposal will be accepted nor any contract entered into without proof of the Proposer's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the Proposer and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. The contract awarded pursuant to this proposal may also be subject to compliance monitoring and enforcement by the DIR.

#### **IV. CITY CONTACT**

The principal contact for the City will be [\*\*\*NAME\*\*\*], [\*\*\*TITLE\*\*\*], ([\*\*\*telephone #\*\*\*]), ([\*\*\*email\*\*\*]) or a designated representative, who will coordinate the assistance to be provided by the City to the Proposer.

#### **V. REQUESTS FOR CLARIFICATION**

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing and directed to the City Contact, identified above. All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted on the City's website. Oral statements by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 2:00 p.m. local time five (5) working days prior to the proposal deadline.

#### **VI. PRE-PROPOSAL MEETING**

Each Proposer is requested to attend a [\*\*\*INSERT "mandatory" or "non-mandatory"\*\*\*] pre-proposal meeting to be held on [\*\*\*INSERT DATE\*\*\*], from \_\_\_ pm to \_\_\_ pm at [\*\*\*INSERT LOCATION\*\*\*]. Failure to attend this meeting [\*\*\*INSERT "will" or "will not"\*\*\*] preclude a Proposer from submitting a proposal. Attendance at the pre-proposal meeting will ensure the Proposer understands the full scope of the Services requested.

#### **VII. PROPOSAL REQUIREMENTS**

Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use 8-1/2" X 11" sheets (foldouts are acceptable for charts, etc.) and font size large enough to be easily legible, but not smaller than 10 point. The original proposal and each subsequent copy must be submitted on paper, properly bound, appropriately tabbed and labeled in the following order:

**A. Cover Letter.** Provide a cover letter and introduction, including the name and address of the organization and individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to represent the organization, and an expression of the Proposer's ability and desire to meet the requirements of this RFQ. The letter must be signed by an individual authorized to bind the firm contractually.

**B. Proposer Statement Of Qualifications.** Describe the Proposer's resources, experience, and capabilities as they relate to providing the Services. Submit in the order identified below:

1. Executive Summary. An executive summary should briefly describe the Proposer's qualifications and ability to perform the Services.

2. Qualifications and Experience. The proposal should:

- a. Provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFQ.
- b. Any key staff members who would be involved in the performance of the scope of work. Provide their resumes, describe their experience, and identify their proposed role for the Services.
- c. State the number of years the firm has conducted business.
- d. Provide a description of the three most relevant planning contracts held within the last five years.

3. Evidence Of California Licensing. The proposal should include appropriate documentation showing the Proposer is properly licensed in the State of California to perform the Services.

4. References. The Proposer shall provide a minimum of four (4) client references, preferably city, county, or special district governments for whom the Proposer has previously performed planning activities of similar type and scope within the last five (5) years.

5. Subcontractors. The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function, if known at this time.

**C. Proposed Method to Accomplish the Work.** Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, goals of the City, and general functions required.

**D. Certification of Proposal.** This section shall state: "The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Qualifications (RFQ), and to be bound by the terms and conditions of the RFQ."

**E. Cost Proposal.** Proposer shall submit a detailed schedule of hourly rates for all staff positions that would be assigned to the proposed Services. Any additional proposed costs should also be described in this section. To be considered for more than service category listed the Scope of Services, the Proposer should submit a separate cost structure for each, clearly delineated.

## **VIII. PROPOSAL CONSIDERATIONS**

**A. No Deviations from the RFQ.** In submitting a proposal in response to this RFQ, Proposer is certifying that it takes no exceptions to this RFQ including, but not limited to, the Agreement attached hereto as Exhibit "B". If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

**B. Collusion.** By submitting a Proposal, each Proposer represents and warrants that its Proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly or indirectly induced or solicited any other person to submit a sham Proposal, or any other person to refrain from submitting a Proposal; and that the Proposer has not, in any manner, sought collusion to secure any improper advantage over any other person submitting a Proposal.

**C. Conflicts of Interest.** Proposers shall comply with all regulations and laws dealing with conflict of interest disclosure and reporting. Proposers shall not be engaged if a conflict of interest exists.

**D. Withdrawal of Proposals.** A Proposer may withdraw its proposal before the expiration of the time for submission of proposals by notifying and requesting the City's representative remove the Proposer's submission.

**E. Financial Health and Reputation.** The City reserves the right to consider the financial responsibility and general complexity of each Proposer, as well as its reputation within the industry to determine if the Proposer has the apparent ability to meet and complete successfully the requirements of the work. Upon request, the Proposer shall provide a financial statement, audited if necessary, in addition to any other information requested by the City.

**F. Confidentiality of Proposal.** Proposals submitted in response to this RFQ shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either City and the successful Proposer have completed negotiations and entered into an Agreement or City has rejected all proposals. All correspondence with the City including responses to this RFQ will become the exclusive property of the City and will become public records under the California Public Records Act. The City will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement. If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information"), the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give City written notice of Proposer's objection to the City's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Proposals which indiscriminately identify all or most of the proposal as exempt from

disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFQ.

#### **IX. EVALUATION CRITERIA**

The proposal evaluation criteria includes:

- The training, credentials and experience of the Proposer;
- The demonstrated competence, ability, capacity and skill of the person or firm to perform the contract or provide the Services;
- The capacity of the Proposer to perform the contract or provide the Services promptly, within the time specified, and without delay;
- The sufficiency of the Proposer's financial and other resources;
- The character, integrity, reputation and judgment of the Proposer;
- The ability of the Proposer to provide such future service as may be needed; and
- The price which the Proposer proposes to charge, including whether the price is fair, reasonable and competitive,

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. It is the City's intent to select Proposers best evidencing demonstrated competence and professional qualification to perform the Services.

Following the City's ranking and determination of the prequalified list of Proposers, the City reserves the right to contract with any or none of the prequalified firms.

Upon selection of Proposers, the City will endeavor to negotiate a mutually agreeable agreement with the selected Proposer. The City reserves the right to contract for services in the manner that most benefits the City. After negotiating a proposed Agreement that is fair and reasonable, City staff will make the final recommendation to the City Council concerning the proposed Agreement. The City Council has the final authority to approve or reject the Agreement.

#### **X. SUBMITTAL INSTRUCTIONS**

The proposal must be received no later than \_\_\_\_pm local time, on or before [\*\*\*INSERT DATE\*\*\*] at the office of:

City of Coachella  
1515 6<sup>th</sup> Street  
Coachella, CA 92236

The envelope should clearly indicate "Proposal for (Project Name)" and Proposer's name and address shall appear in the upper left hand corner of the envelope. If more than one envelope is required, each envelope shall be legibly numbered below the name of the Proposer, e.g. Envelope 1 of 3, as required.

The City will not be responsible for proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City. Proposals received after this date will be returned to the Proposers unopened. Faxed or electronically submitted proposals will not be accepted.

## **XI. PROTESTS**

**A. Protest Contents.** Protests based on the content of the RFQ shall be submitted to the City no later than ten (10) calendar days prior to the scheduled proposal submittal deadline. If necessary, the proposal submittal deadline may be extended pending a resolution of the protest. Proposer may protest a contract award if the Proposer believes that the award was inconsistent with City policy or this RFQ is not in compliance with law. A protest must be filed in writing with the City (email is not acceptable) within five (5) business days after receipt of notification of the intended contract award. Any protest submitted after 5 p.m. of the fifth business day after notification of the intended contract award will be rejected by the City as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

**B. City Review.** The City will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The City shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by the City relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

## **XII. ADDENDA**

The City reserves the right to revise the RFQ prior to the time set to receive proposals. Revisions, if any, shall be made by written addenda. All addenda issued by the City shall be included in the proposal and made part of the RFQ. Each Proposer shall leave with City its name, address, phone and fax numbers, and e-mail address for the purpose of receiving Addenda. City will cause copies of addenda to be mailed, faxed, delivered or e-mailed to such names at such addresses. Proposers are responsible for ensuring that they have received any and all addenda. Each Proposer should contact the City to verify that it has received all addenda issued, if any, prior to the bid opening. Failure to acknowledge receipt of all addenda may result in bid rejection.

## **XIII. GENERAL CONDITIONS**

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

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

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

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

**E. Price Validity.** Prices provided by Proposers are valid for 90 days from the proposal due date. The City intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete and the contract is awarded.

**F. No Commitment to Award.** Issuance of request for qualifications and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received, to negotiate with more than one Proposer concurrently, or to cancel all or part of this request for proposals.

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

**END INSTRUCTIONS TO PROPOSERS**



## EXHIBIT "A"

### PROPOSED SCOPE OF SERVICES

The following is a general summary of the scope of Services.

SERVICE CATEGORY	SPECIFIC TASKS
Project Management/Entitlements	Seeking firms, with a variety of skills, to provide senior or principal-level project management assistance on major development projects and activities. Selected firm(s) will receive general direction from the City's Development Services Director to provide essential services as a Project Planner for a specific project(s).
Long Range Planning	Work with planning staff on long range planning efforts including General Plan Updates and amendments, community plans, Zoning Ordinances and Zoning Ordinance updates, General Plan and Zoning Consistency, and Housing Elements.
Environmental Review Analysis	Environmental consultant to prepare CEQA and NEPA documents including but not limited to: drafting an Initial Study, a Notice of Preparation (NOP), a Focused EIR, a Mitigation Monitoring and Reporting Program, all other required noticing, and supporting technical studies, as needed.
Housing Needs Assessment	Consultant to review planning applications for the purposes of determining a project's impacts on the need for mixed income housing. Consultant would compare projected housing need to housing supply to estimate the size of expected housing deficits resulting from a project.

Fiscal Impact Analysis	Economic/fiscal consultant for comprehensive analysis of a proposed project that takes into account increased expenditures and revenues in order to evaluate whether the proposed new development could generate sufficient net positive fiscal impact for the City's General Fund. Respondents shall also provide information on their experience with calculating public benefits/value capture for larger development projects seeking City concessions/land-use changes. Further analysis could include: jobs impact/employment generation analysis, Opportunity Zone analysis, and other services required by the City to process development applications within Specific Plans.
Design Review	Design professional for architectural design and site plan review of development proposals.
Landscape Architecture	Design professional for landscape design, including creating landscape plans or reviewing submitted landscape plans for development project to determine quality design and consistency with City standards.

**EXHIBIT “B”**

**CITY OF COACHELLA  
PROFESSIONAL SERVICES AGREEMENT**

**[ATTACH]**