



REQUEST FOR PROPOSALS FOR CAP UPDATE CEQA ANALYSES

August 3, 2018

The City of Escondido (“City”) is requesting proposals to provide **California Environmental Quality Act (CEQA) analyses to support the development of an updated Climate Action Plan (CAP)** intended to prioritize a set of actions to reduce greenhouse gas emissions (GHGs) and protect people and resources from climate change. See Request for Proposals (RFP) for more details. The RFP documents may be obtained at the following link:

<https://www.escondido.org/purchasing.aspx>.

Proposals shall be submitted either in a sealed envelope (with the proposal on a CD, solid-state data storage device, or thumb/flash drive) or submitted by email (provide a file transfer if the attachments are greater than 9.5 MBs) plainly identifying the RFP and consultant’s name and address. **Proposals shall be delivered to the City of Escondido, Planning Division, 201 North Broadway, Escondido, CA 92078 or emailed to mstrong@escondido.org. Proposals must be received by 5:00 pm PST on Friday, August 24, 2018, in order to be considered timely for the purpose of selecting a consultant to provide the requested services.**

Successful proposers will be asked to sign a Personal Services Contract (“Consulting Agreement”) with the City prior to being given notice to proceed. A sample Consulting Agreement is attached as part of the RFP documents. Proposers must evaluate this Consulting Agreement and agree with the terms and conditions contained therein unless written objections are included with their proposal. The City will review the objections and content of any such objection in the proposal evaluation process.

Information about the CAP update planning process can be viewed online at <https://www.escondido.org/climate-action-plan-documents.aspx>. For additional information regarding this RFP, please contact Mike Strong, at (760) 839-4556 or by email at mstrong@escondido.org.



SECTION I – SUMMARY

This Request for Proposals (RFP) solicits proposals from qualified consultants, firms, and/or a team comprised of different companies (“Consultant”) to provide California Environmental Quality Act (CEQA) analyses for the Climate Action Plan (CAP) update. This contract will primarily include services for developing an Initial Study and an anticipated Negative Declaration/Mitigated Negative Declaration, as directed or specified by City staff.

To respond to this RFP, an interested party should submit one (1) electronic copy (in Adobe Acrobat PDF file format) of its proposal to:

Mike Strong, Assistant Planning Director
City of Escondido
201 North Broadway
mstrong@escondido.org

Proposals shall be submitted either in a sealed envelope (with the proposal on a CD, solid-state data storage device, or thumb/flash drive) or submitted by email (provide a file transfer if the attachments are greater than 9.5 MBs) plainly identifying the RFP and consultant’s name and address. **Proposals must be received by 5:00 pm PST on Friday, August 24, 2018. Late proposals will not be considered.** Proposals must address all information requested in this RFP. A proposal may add information not requested in this RFP, but the information should be in addition to, not instead of, the requested information and format.

SECTION II – BACKGROUND

The State of California has recognized the critical role that regional and local governments play in meeting statewide GHG reduction targets and preparing communities for the impacts of climate change. Local governments also are assessing their community-wide GHG emissions and

working on CAPs or other strategies to reduce emissions. Local CAPs complement California's efforts for reducing GHG emissions. CAPs are utilized to establish policies and programs to reduce GHG emissions from municipal, commercial and residential sectors with specific measures focused on transportation, energy and buildings, waste management, land use, and water conservation.

SANDAG is a Council of Governments (COG) and a Metropolitan Planning Organization (MPO) that prepares a Sustainable Communities Strategy (SCS) every four (4) years to outline how the region will meet the targets mandated by the state for reducing GHG emissions from light duty vehicles. SANDAG also provides technical assistance to SANDAG member agencies, such as cities in the region and the County of San Diego. The City of Escondido adopted its CAP in 2013 and was one of the first group of cities in the region to do so. Like most cities in the San Diego County region, the City is using use a five-step process for climate action planning that was modeled after guidance from ICLEI – Local Governments for Sustainability (ICLEI), offering a flexible framework that can accommodate varying levels of analysis and effort.

Most of this necessary technical work and target reduction-related work is complete as the following milestones have been reached or are anticipated to be completed by November 2018.

- Greenhouse Gas Inventory: Inventory of local GHG emissions, forecasts of future GHG emissions, and target setting for GHG emissions reductions (*complete – July 2018*).
- Establish a draft GHG emissions reduction target and identify reduction measures to achieve the relatively greatest emission reductions in the most cost effective manner. This includes all technical background information related to 2012 and 2014 baseline emissions, as well as forecast emissions for 2030, 2035, and 2050 (*est. to be complete October 2018*).
- Develop a CAP and Adaptation Strategies: Additional strategies to respond to potential climate impacts based on the best available science and as appropriate for the jurisdiction (*est. to be complete December 2018*).

Historically, negative declarations have typically been determined to be the appropriate CEQA document for most, but not all, CAP updates. Likewise, it is anticipated that an Initial Study and Negative Declaration will be required for the update to the City's CAP.

SECTION III – SCOPE OF WORK

The selected consultant will work with the City to develop a strategy for building a defensible CEQA document and prepare the requisite CEQA analysis and appropriate CEQA documents to support the CAP update process. It is anticipated that the work activity includes preparation of an **Initial Study/Negative Declaration (IS/ND)**. Peer review of the technical studies provided

by the City and incorporation of the recommendations/conclusions is required. The environmental consultant shall also prepare responses to comments on the environmental document and attend public hearings.

- Third-party review of the GHG inventories and forecasts (*est. November 2018*)
- Preparation of the Initial Study and Negative Declaration (*est. December 2018*)
- Public review and comment period (*est. January and February 2019*)
- Planning Commission study session (*est. February 2019*)
- Response to comments and preparation of Final Negative Declaration (*est. March 2019*)
- Planning Commission Public Hearing (*est. March 2019*)
- City Council Public Hearing (*est. April 2019*)

When under contract, the consultant is expected to complete the services and provide final data and reports **no later than April 30, 2019**, unless an extension of time is mutually agreed to by both parties, based on good reasons and sound justification.

SECTION IV – BUDGET

The City anticipates a consultant budget not-to-exceed \$50,000 including reimbursables. The City has a FY2018-2019 budget of \$60,000 allocated to this assignment and to support the overall work program. City staff anticipates the City awarding a contract less than the \$60,000 amount to complete the CEQA analyses described herein this RFP. This would leave a minimum \$10,000 balance, set aside for optional tasks and contingencies. However, responses to the RFP should also account for vendor contingencies within their \$50,000 not-to-exceed budget.

Payment for CEQA analysis and documents will be based on an hourly rate (time) and materials, and a not-to-exceed amount. The City will retain ten percent (10%) from the amounts invoiced until satisfactory completion of work and the final invoice has been processed. A partial payment computed by multiplying the basic fee by this percentage shall then become due and payable, provided however, that no more than ninety percent (90%) of the total fee will be paid during the performance of the services. The balance of said fee shall become due and payable upon completion of all duties under the Consultant Agreement

In connection with the work covered by the Consulting Agreement the City may, at any time during the process of the work, order other work or materials incidental thereto. For example, if additional meetings or if additional responses to comments are necessary. If any such work and materials are not listed as a pay item with a contract unit price or if compensation is not included under the terms of the Consulting Agreement, such work will be designated as Extra Work, and shall be performed by the consultant as directed. In the event the completion of specific tasks identified in the Scope of Work significantly exceeds the hours originally budgeted for under the Scope of Work, the consultant, subject to prior written approval by the City, may bill for such additional time at the rate corresponding to the task(s) in question under a proposed rate schedule.

Please note that the consultant will not be allowed to perform work in excess of the described services in the Consulting Agreement without the prior, written approval of the City. Before any Extra Work is initiated, the consultant shall identify the kind and estimated quantities of the Extra Work to be done. Approval of additional funding may also be required. Any increase in compensation or contract amendment must be authorized and funded in advance. No compensation for Extra Work or any other change in the contract will be allowed unless the Extra Work or change has been authorized in writing by the City, and the compensation or method of determining such compensation is stated in such written authority. All requests for Extra Work shall be in a written Change Order submitted to the City prior to the commencement of such work.

The foregoing terms should be included (i.e. abridged) in the consultant's response to the RFP. Omission does not immediately result in disqualification, but will be contractually exercised one way or other, unless alternative compliance is proposed that is mutually agreed to by both parties prior to contract execution and notice to proceed.

SECTION V – INSTRUCTIONS TO BIDDERS

A. General

1. All proposals must be made in accordance with the conditions of this RFP. Failure to address any of the requirements may be grounds for rejection of this proposal.
2. All information should be complete, specific, and as concise as possible. Respondents are liable for all errors or omissions contained in their submittals.
3. Proposals should include any additional information that the respondent deems pertinent to the understanding and evaluation of the bid.
4. The City may modify the RFP or issue supplementary information or guidelines during the proposal preparation period prior to the due date.
5. Proposals shall constitute firm offers. Proposals may not be modified after the due date. All proposals shall constitute firm offers valid for ninety (90) days from the due date. All proposals should be signed by an authorized representative of the bidder. Once submitted, proposals may be withdrawn, modified and resubmitted up until the due date. Any correction or re-submission of proposals will not extend the submittal due date.
6. All responses to this RFP become property of the City and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act. If a respondent believes that any portion of its submittal is exempt from public disclosure, it

may mark that portion “confidential.” The City will use reasonable means to ensure that such confidential information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Proposals marked confidential in their entirety will not be honored, and the City will not deny public disclosure of any portion of submittals so marked. By submitting a proposal with portions marked “confidential” a respondent represents it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act and agrees to reimburse the City for, and to indemnify, defend, and hold harmless the City, its officers, employees, and agents, from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including without limitation, attorneys’ fees, expenses, and court costs of any nature whatsoever, arising from or relating to the City’s non-disclosure of any such designated portions of a proposal.

7. The City, at its option, may interview bidders. The interviews will be for the purpose of clarifying the proposals. Submittal of new proposal material at an interview will not be permitted. Interviews may involve a presentation and/or a question-and-answer session.
8. The City’s expectation of any consultant the City contracts with is that the consultant’s values align with the City’s values of highly ethical conduct, fiscal responsibility, respect for the City and others, and excellent customer service delivery.
9. The City reserves the right to reject any and all proposals or to negotiate individually with one or more consultants, and to select one or more consultants if determined to be in the best interest of the City. A proposal may be immediately rejected at any time if it arrives after the deadline, or is not in the prescribed format, or is not signed by an individual authorized to represent the firm. No responsibility is assumed for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.
10. The City also reserves the right to not enter into any agreement, cancel or amend the process at any time.
11. Proposals shall include a cost proposal that must list the fully-burdened hourly rates for each level of professional and administrative staff to be used to perform the tasks required by this RFP, and the length of time that the rates will be valid as well as anticipated percent increase to rates over the four-year contract period. The City reserves the right to negotiate all terms and conditions of any agreements entered into.
12. The cost for developing the proposal is the responsibility of the bidder, and shall not be chargeable to the City.

B. Schedule

This request for proposal will be governed by the following schedule:

- Release of RFP: **August 3, 2018**
- Proposals due: **August 24, 2018 at 5:00 pm PST**
- Interview (if held): **Week of September 17, 2018**
- Award announcement: **Week of September 17, 2018**
- Approval of Contract: **Week of October 8, 2018**

*All dates are subject to change at the discretion of the City

C. Contents of Proposal

Submitted proposals must follow the format outlined below and include all requested information. Failure to submit proposals in the required format can result in the proposal being eliminated from evaluation and consideration.

1. Cover Letter (Section I) – Must include the name, address, and telephone number of the company, and must be signed by the person(s) authorized to represent the firm.
2. Firm Contact Information – Provide the following information about the firm.
3. Summary (Section II) – State overall approach to CEQA Analyses, including the objectives and scope of work.
4. Program Schedule (Section III) – Provide example timeframes for completing the assignment.
5. Firm Organization (Section IV) – Provide a statement of your firm’s background and related experience in providing similar services to governmental organizations, if any. Describe the technical capabilities of the firm and, in particular, the firm’s exposure with working with environmental regulations, if any. Provide references of other, similar projects including contact name, title, and telephone number for all references listed.
6. Project Organization (Section V) – Describe the proposed project management structure and project management team. List all key personnel assigned to the project by level and name. Provide a description of their background, along with a summary of their experience in providing similar services for governmental agencies, and any specialized expertise they may have.

7. Cost Proposal (Section VI) – The rate schedule must list the fully-burdened hourly rates for each level of professional and administrative staff to be used to perform the tasks required by this RFP. A not-to-exceed amount must be provided.
8. Conflict of Interest (Section VII) – Address possible conflicts of interest with other clients affected by consultants’ actions performed by the firm on behalf of the City.

To eliminate and reduce paperwork and costs, all submittals shall be transmitted electronically in a manner described herein.

SECTION VI – PROPOSAL EVALUATION

A panel of City staff will evaluate all proposals. The panel will recommend the selection of the contractor to the City Manager.

Proposals will be evaluated on the following criteria:

Criteria	Description	Weight
Expertise	Technical expertise, size and structure of the firm and personnel assigned to RFP tasks; firm’s ability to perform and complete the work in a professional and timely manner.	30%
Skill	Past experience of the firm and, in particular, experience of the team working on projects of similar scope for other governmental agencies.	20%
Approach	Responsiveness of the proposal, based upon a clear understanding of the work to be performed.	20%
Public Participation	Engagement activities and assignment	20%
Cost	Cost or cost effectiveness	10%

If two or more proposals receive the same number of points, the City will consider the fully-burdened hourly rates.

SECTION VII – SAMPLE CONTRACT

A sample contract to carry out the work described in this RFP is attached.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Agreement is made this [redacted] day of [redacted], 20[redacted].

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: [redacted]
760-xxxx
("CITY")

And: [Name]
[Street address]
[City, state, zipcode]
[Attn: (name of contact)]
[Insert telephone number]
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to [insert brief description of what CONSULTANT will do here]; and
B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

NOW, THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$[redacted]. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.
3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.

5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. If no designation is made, then CONSULTANT may not assign services without obtaining the advance written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.

6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.

7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.

8. Insurance.
 - a. The CONSULTANT shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.

 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney.
 - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be

provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.

- (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 11 85 edition or its equivalent for General Liability endorsements and CA 20 01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work, including its on-going operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- d. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of the negligence or any acts or omissions of CONSULTANT in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.

13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.
15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Signature

Department or Division Head Name & Title

Date: _____

[CONSULTANT COMPANY NAME]

Signature

Name & Title (please print)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Jeffrey R. Epp
City Manager

Date: _____

[CONSULTANT COMPANY NAME]

Signature

Name & Title (please print)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

Date: _____

[CONSULTANT COMPANY NAME]

Signature

Name & Title (please print)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

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