

City of Redlands

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REQUEST FOR PROPOSALS (RFP) TO PROVIDE:

Transit Villages & Downtown Specific Plan RFP No. 20171214FB

Date Issued: December 14, 2017

Date Due: February 12, 2018, at 5:30 p.m. PST.

Responses received and opened at:

Development Services Department
City of Redlands
35 Cajon Street, Suite 20
Redlands, CA 92373



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Table of Contents

- 1. CALENDAR OF EVENTS / RFP TIMELINE..... 5
- 2. BACKGROUND..... 6
- 3. SCOPE OF SERVICES 7
- 4. PROPOSAL CONTENT GUIDELINES 10
- 5. EVALUATION CRITERIA 12
- 6. PROCESS FOR SUBMITTING PROPOSALS 13
- 7. STANDARD TERMS AND CONDITIONS..... 13
- 8. INSURANCE REQUIREMENTS 14
- 9. EXAMINATION OF PROPOSAL DOCUMENTS 15
- 10. INTERPRETATIONS, CLARIFICATIONS AND ADDENDA..... 15
- 11. CHANGES / MODIFICATIONS..... 16
- 12. GOVERNING LAWS AND REGULATIONS 16
- 13. BLACK OUT PERIOD..... 16
- 14. FISCAL YEAR FUNDING APPROPRIATION 17
- 15. PAYMENTS..... 17
- 16. BUSINESS LICENSES..... 17
- 17. INDEMNIFICATION 17
- 18. RIGHT OF REJECTION..... 17
- 19. REFERENCE TERMS 17
- 20. RIGHT TO AUDIT RECORDS..... 18
- 21. ADDITIONAL TERMS AND CONDITIONS..... 18
- 22. PROPRIETARY INFORMATION..... 18
- 23. ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES 18
- 24. PRE-PROPOSAL CONFERENCE MEETING 19
- 25. AGREEMENT TERM: Service Period..... 19
- 26. PROPOSAL DOCUMENTS..... 20-22

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1. CALENDAR OF EVENTS / RFP TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Purchasing Manager. If the Purchasing Division finds it necessary to change any of these dates or times prior to the proposal due date, the change will be accomplished by addendum.

| <u>ACTION</u> | <u>COMPLETION DATE</u> |
|--|---|
| RFP Issued | December 14, 2017 |
| Pre-Proposal Conference | Wednesday, January 17, 2018 @ 1:30 p.m., Council Chamber |
| Last Day for Questions | Thursday, January 25, 2018 @ 4:00 pm |
| Published response to questions | Friday, February 2, 2017 by 3:00 pm |
| Proposals Due | Monday, February 12, 2017 @ 5:30pm |
| Selection Committee Meeting | Monday, February 26, 2018 |
| Vendor Interviews | Wednesday & Thursday, March 7 & March 8, 2018 (afternoon on one day only) |
| City Council Approval | Tuesday, April 3, 2018 |

2. BACKGROUND

The City of Redlands (“City”) is seeking an experienced, responsible, capable and professional firm (“Consultant”) to provide planning, architectural, landscape architecture, and real estate advising services for the development of the Transit Villages & Downtown Specific Plan (“Village Plan”). The Village Plan will provide the policies, detailed land uses, building standards, architectural and landscape architectural guidelines, and circulation plan of the villages within the Transit Village Overlay Zones.

There are five planned transit stops within the City of Redlands: University of Redlands, Downtown Redlands, New York Street, Alabama Street, and California Street. A Transit Village Overlay Zone (TVOZ) is planned at each transit stop. The planning area for the TVOZs is a one-half ($\frac{1}{2}$) mile radius from the station platform center. A mixed use core area will be defined for a one-quarter ($\frac{1}{4}$) mile area around the station platform center. It is envisioned that each village will have its own character reflecting the setting, character, history, architecture, and land uses within it.

The City’s General Plan 2035 update was approved by City Council on December 5, 2017. The various previous Planning documents need to be integrated and updated (e.g., existing Downtown Specific Plan) into a single Transit Villages & Downtown Specific Plan. The documents that have been developed and which are to be integrated include:

- Redlands General Plan 2035, Climate Action Plan, and accompanying EIR. The new General Plan sets policies for the transit village overlay zones in general, and each village specifically.
- Downtown Specific Plan (originally adopted on June 21, 1994, and revised through September 5, 2017).
- For reference only: Draft Downtown Specific Plan, completed in November 2011, but never adopted. The intent of this plan was to replace the existing Downtown Specific Plan. The 1994 plan did not cover all of downtown, whereas the 2011 draft plan does.
- A rough draft of the Transit Village Plan. This document was completed in March 2013, and covers the five proposed transit villages.
- A parking study for Downtown. This study includes an inventory, utilization of spaces, a parking strategy, and a list of potential additional public parking improvements. This study was conducted by Planning Division staff in April 2017. City Council is considering which improvements that would like to undertake in the near-term and long-term. As such, a parking study is not a part of this scope of work. A consultant will be hired under a separate contract to plan, design, and provide financial advice for additional public parking in the Downtown.

On December 8, 2017, Cal Trans announced winners of the Sustainable Communities Grants, and the City of Redlands has been awarded a grant specifically to prepare the Transit Villages Plans.

In addition, the San Bernardino County Transportation Authority has received a SCAG Sustainability Grant to fund an active transportation study around the stations. Some integration with this effort is expected.

Also, it should be noted that the University of Redlands is currently leading its own effort with a team of consultants to develop a land use plan for the campus and neighborhood immediately to the south of the campus (i.e., land owned by the University), in the vicinity of the future rail transit station.

3. SCOPE OF SERVICES

The plans will cover the three planned transit villages at New York Street, Downtown, and University of Redlands. Depending on funding availability, village plans for the two proposed stations at California Street and Alabama Street may be included or may be developed at a later time.

With the guidance and assistance of City staff, the selected Consultant will develop the Village Plans that will integrate the work of the General Plan policies for Transit Village Overlay Zone, the current and draft Downtown Specific Plan, draft Transit Village Plan, and Redlands Design Guidelines to provide a single source of planning regulations and guidelines for each village. The goal is to create an easy to use specific plan that is the “one-stop” source for all development requirements within the Village Overlay Zones. The key components of the Scope of Services include:

- A. Integrate the policies of the Transit Villages as well as other policies concerning transportation, parks and recreation, historic preservation, healthy living, and public facilities from the General Plan update into the Village Plans.
- B. Compile and enhance the material that has been developed for each village including the regulating plan, building standards, infrastructure planning, and design standards and guidelines.
- C. Incorporate the revised parking standards.
- D. With staff’s assistance, conduct 2 design charrettes for each proposed village. One charrette will occur near the beginning of the planning process to receive public input, and a second one will occur to present the concept plans and receive input.
- E. Compile and enhance the architectural design guidelines for each village. The draft Downtown Specific Plan proposed a regulating plan that was more in line with a form-based code. This idea could be extended to the other villages.
- F. Compile and enhance the streetscape and landscape architecture guidelines for each village. Develop standards for lighting, street furniture, sidewalk and road treatments for each village.
- G. Develop a density bonus program based per the transit village General Plan polices that permit density bonuses based on the provision of public amenities for the village areas. Real estate expertise is required to determine the value of improvements required for additional permitted housing units.
- H. Develop a station access plan for each station the provides multi-modal access for pedestrians, cyclists, vehicles, and transit.
- I. Create renderings of buildout out for each village with before (current) and after (proposed) images.
- J. Attend meetings with staff involving key property owners, consultants, engineers, and planners, and provide summary minutes of those meetings.
- K. Attend and make presentations as needed before community groups, working committees, City staff, and City commissions (e.g., Planning Commission), and City Council.

- L. Develop and maintain a project website. An example of the General Plan Update website can be found at: <http://www.redlands2035.org/>.
- M. Consultant will be required to provide regular progress reports and invoices each month.
 - o Progress and status reports for prior month's work shall be submitted in writing to the City within thirty (30) days of the end of the previous month.
 - o Invoices and any pertinent receipts for the prior month's work shall be submitted within thirty (30) days of the end of the previous month. Billing invoices shall include: a table listing task(s); listing of monthly expenses incurred; listing of sub-totals of all expenses incurred to date; overall budget and budget remaining; and dollar amounts and percentages remaining by task. All tables of costs and expenses shall be legible and facilitate easy tracking of the budget.
 - o Any potential cost overruns for a task shall be pre-approved by the City; and any excessive costs shall be called out and readily identified on any billings. *Project shall not exceed the overall budget unless and until the City has approved and executed an Amendment(s) for cost increases.*
 - o City will notify Consultant of any progress reports or invoices that have not been received within 30 days of the end of the prior month; the required information must be provided to the City within 15 days of such notification.

PLEASE NOTE: The consultant selected for the Village Plan will NOT be preparing the Environmental Impact Report as a part of this contract. A separate contract will be prepared for the environmental review work, which may be performed by a separate consultant selected through an independent RFP process.

Village Plan Contents and Deliverables

The Village Plan is to be developed to the specific plan level. The Village Plan contents are expected to cover the following topics:

Information for all Village Locations (cross-village):

- A. Introduction
- B. Purpose
- C. Applicability
- D. Relationship to Other Plans
- E. General Plan Policies
- F. Architectural Guidelines
 - a. Historic Preservation
- G. Signage Standards
- H. Landscape and Streetscape Guidelines (public improvements)
- I. Parks and Open Spaces
- J. Density Bonus Program

Repeated for each Village location:

- A. General Plan Policies
- B. Regulating Plan
- C. Land Use
- D. Building Standards (form, setbacks, architecture, etc.)
- E. Circulation
 - a. Station Accessibility Plan

F. Parking Standards

G. Infrastructure: Water; Sewer; Storm Sewer / Floodplain; Waste Management

Website

The selected Consultant will create a project website that will provide at a minimum:

- Information about the project
- Contact information
- FAQ
- Repository for all documents and reports

City Staff Tasks

City staff from Development Services will provide overall management of the contract and be responsible for the day-to-day management, reviewing and approving deliverables, coordinating with city staff from other departments, and processing invoices. In addition Development Services staff will:

- Act as the liaison with the workgroups, boards, commissions, and City Council
- Form the workgroups
- Coordinate logistics of public workshops
- Contribute to and review the draft(s) of the Village Plan
- Lead public hearings on the Village Plan

Time Frame & Schedule

Due to grant funding requirements, it is expected that the new Village Plan will be prepared in Fiscal Year (FY) 2018-2019, and completed during the first half of FY 2019-2020. Grant funding for the City will terminate on February 28, 2020, and all work must be completed before that date.

Resources Available

Document and draft documents that are mentioned above can be found online:

- General Plan 2035 Update: <http://www.redlands2035.org/reports-and-products.html>
- General Plan 2035 Land Use Map:
<http://www.cityofredlands.org/cms/One.aspx?portalId=6255746&pageId=7276316>
- Climate Action Plan: <http://www.redlands2035.org/reports-and-products.html>
- Draft & Final Environmental Impact Report for the General Plan 2035 Update and Climate Action Plan: <http://www.redlands2035.org/reports-and-products.html>
- Current Downtown Specific Plan (Specific Plan No. 45):
<http://cityofredlands.hosted.civilive.com/cms/One.aspx?portalId=6255746&pageId=7278291>
- Draft Downtown Specific Plan update (prepared November 2011, but not adopted):
<http://cityofredlands.hosted.civilive.com/cms/One.aspx?portalId=6255746&pageId=7278291>
- Draft Transit Village Plan (prepared March 2013, but not adopted):
<http://cityofredlands.hosted.civilive.com/cms/One.aspx?portalId=6255746&pageId=7278291>
- Bonus Amenity and TDR Framework:
<http://nebula.wsimg.com/abbba6a36162ff05e1b0044471f3f682?AccessKeyId=F13B1E58B4DDA6D156DE&disposition=0&alloworigin=1>

4. PROPOSAL CONTENT

Proposing firms (“Proposers”) should provide the City with the following information:

A. Cover Page

This form is to be used as the first page of the submission. This form must be fully completed and signed by an authorized officer of the firm. The form can be found at the end of this document.

B. Executive Summary

This part of the response to the RFP should be limited to a brief narrative highlighting the proposer’s qualifications and experience. Demonstrate that the Proposer has the necessary resources to perform the intended services. If a sub-consultant(s) is used, describe those qualifications of the subcontractor. Typically, this section should not exceed **two (2) pages**.

C. Approach and Methodology

The Proposer should provide a straightforward and concise description of the Proposer’s understanding of the City’s objectives in the scope of services, and their approach to accompanying the work. They should describe those methodologies that will be used to assure quality of deliverables, maintain budget and schedule, and monthly reports/invoices to the City’s project manager. The Proposer is encouraged to offer innovative approaches to accomplishing the scope of work, reduce costs, and ensure quality beyond those services listed for the City’s consideration. The Proposer is also able to suggest alterations to the scope of services listed above as long as the critical components of the specific plans are included. Typically, this section should not exceed **five (5) pages**.

D. Firm Information/Organization

Proposer should describe the firm’s organization. If a sub-consultant is used, provide role of the sub-consultant. Please describe those functions that will be performed by the firm’s staff and those that will be accomplished with the assistance of sub-contractor staff. Describe any significant or unique accomplishments or awards for work performed for similar agencies. Provide any additional information which may be relevant to the evaluation of your submission relative to the City’s project. Please list any past and/or pending litigation or disputes relating to the work described herein, that the firm has been involved in within the last five (5) years. List shall include project name, nature of litigation and outcome of litigation (if resolved). Typically, this section should not exceed **four (4) pages**.

E. Staffing

The Proposer must identify the Project Manager who will be working directly with the City and engaged in managing the work. Resumes must be included which reference the individual’s qualifications and experience in managing similar projects. The City reserves the right to approve or disapprove any change to the successful Proposer’s Project Manager. Personnel changes that impact the contract may result in the cancellation of the contract. Upon award of contract, the Project Manager may not be changed without approval of the City.

Identify the responsibilities of the key individuals, other than the Project Manager, who will be assigned to the proposed contract, and who will have major responsibilities for performance of the services required. Include a resume for each of these key individuals that lists relevant projects worked on, dates showing length of time spent on each project and the

specific duties and responsibilities for each project. Typically, this section does not have a limit.

F. Project References

Provide examples of **three (3) projects** which most closely correspond to the City's scope of services and that will serve as references. The reference examples should include be no more than **five (5) years** old and be similar in size and scope of the proposed project to demonstrate competence to perform these services. Information shall include:

1. Name of the referenced project;
2. Project start and end dates;
3. Contract amount, and final cost amount;
4. A project description that summarizes the scope of services provided for the referenced project.
5. Names of key staff that participated on the named projects and their specific roles and responsibilities.
6. Client project manager name, telephone, and electronic mail address.
7. Deliverable for each project: These examples can be provided as web links to documents on project websites, or they can be provided in the submission package on CDs/DVDs.

G. Exceptions or Deviations to Specifications Form

This form is to be completed and signed by an authorized officer of the firm to acknowledge the Proposer understands and agrees to all terms, conditions, requirements and specifications stated herein, or if applicable, notes any exceptions or deviations to the terms, conditions, requirements, and specifications.

H. IRS W-9 Form

I. Proposer Certification Form

This form is to be used as the last page of the submission. This form must be fully completed and signed by an authorized officer of the firm.

J. Fee Proposal

The Cost Proposal must provide a detailed fee schedule itemizing the services including (but should not be limited to) the following:

- a. Hourly rates for regular business hours (state regular business hours).
- b. Provide a total cost for this assignment.**
- c. Any addition
- d. Travel or trip charges, if any.
- e. Include any minimums that apply
- f. Include any alternate pricing structures (such as block of hours).
- g. Cost proposal must refer/reference specific Scope of Work items
- h. If a specific requested service, function, or option is not offered/ available please indicate.
- i. Include any general comments on pricing, or different levels of service.
- j. Pricing should include all fees associated with this task.
- k. It is expected that all proposers responding to this RFP will offer government or comparable most favorable rates. Any and all discounts offers must be clearly

delineated. In addition, all prices must be firm and fixed for this assignment following the notice of award.

5. EVALUATION CRITERIA

The City's evaluation and selection process is based upon the following criteria in evaluation and comparison of proposals submitted. The criteria listed are not necessarily all-inclusive.

- A. Qualifications (work experience and directly related *planning, architectural, and landscape architecture* experience)
- B. Methodology to be employed in conducting the scope of services
- C. Ability to provide services in a timely manner and maintain schedule
- D. References
- E. Compliance with RFP requirements

The following is an outline of the procedures the City will use in the selection process:

1. City sends out request for proposals to interested parties.
2. City organizes the Screening & Selection Committee ("Committee").
3. The Committee reviews the proposals submitted by the prospective consultants.
4. The Committee selects proposals, which qualify based on the qualifications
5. The Committee will determine and identify proposals that are qualified to perform the services and will rank the proposals based on their demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the services required. Firms with top ranking proposals may be selected for an interview.
6. If a contract cannot be successfully negotiated with the top rated firm, the negotiations with the designated firm may be terminated in writing and negotiations may be started with the next highest rated firm. This process will continue until the negotiations are successfully concluded with a firm.

Note: As per City of Redlands' Municipal Code 2.16.180A, award will be made based on qualification:

PROFESSIONAL SERVICES. Landscaping, Engineering, Architectural, Surveying, And Construction Management: The retention of professional services for architectural, landscape architectural, engineering, land surveying or construction project management shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, and at fair and reasonable prices to the city, in accordance with section 4526 of the Government Code. A Request for Proposal and/or Statement of Qualifications shall be prepared by the initiating city department, and proposal requests solicited, where practical, from at least three (3) professional services providers.

6. PROCESS FOR SUBMITTING PROPOSALS

A. Content of Proposal.

The proposal must be submitted using the format as indicated in the proposal format guidelines. Formal RFP's **require sealed proposals with cost proposals submitted in a separate, sealed envelope**, in accordance with RMC Section 2.16.180.

B. Number of Proposals.

Submit ten (10) printed copies of your proposal to allow for thorough evaluation and comparative analysis. Proposals may contain CDs/DVDs of referenced deliverables.

Proposal should be 8½x11 inches, printed two-sided on recycled and recyclable paper with removable bindings. Any 11x17 inches pages can be included if folded to 8½x11 inches.

C. Submission of Proposals.

The proposal shall be signed by an authorized individual of the professional firm. Complete written proposals must be submitted in sealed envelopes **no later than 5:30 p.m. PST on February 12, 2018.**

The outside of the proposal package shall be prominently marked with the following identification: **“RFP # 20171214FB Transit Villages & Downtown Specific Plan”** together with the name and address of the submitter.

Proposals can be mailed to:

City of Redlands
Development Services Department
Attn: Brian Foote, AICP, Planning Manager
P.O. Box 3005, Redlands, CA 92373

Proposals can be hand-delivered or sent by courier to:

City of Redlands
Development Services Department
Attn: Brian Foote, AICP, Planning Manager
35 Cajon Street, Suite 20, Redlands, CA 92373

D. Conditions for Proposal Acceptance.

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or its entirety, and to waive minor irregularities in any proposal.

7. STANDARD TERMS AND CONDITIONS

Cost for Preparing Proposal.

The cost for developing the proposal is the sole responsibility of the proposer. All proposals submitted become the property of the City of Redlands. Submitted proposals, including fee proposals, are subject to the California Public Records Act.

Sub-consultants/Subcontractors. Contractor shall submit a list of sub-consultants and subcontractors. No substitutions shall be made without prior written approval by the City.

Licenses. Firm shall submit proof of licensing as may be required by local, state, or federal agencies to perform the required work.

8. INSURANCE REQUIREMENTS

A Certificate of Insurance will be furnished by the successful Contractor upon Notice of Award. The certificate(s) shall be completed by the Contractor's authorized agent and submitted to the City's Risk Management Department. The successful Contractor shall not commence any work in connection with the Agreement until it has obtained all of the following types of insurance and shall maintain such insurance for the duration of the Agreement. The Contractor shall secure the minimum insurance coverage described below, and such insurance shall be primary with respect to any insurance or self-insurance programs maintained by the City.

- **Comprehensive Commercial General Liability.** Contractor shall obtain, and maintain throughout the life of the Agreement, Comprehensive Commercial General Liability Insurance in an amount of \$1,000,000 per occurrence and \$2,000,000 aggregate with an insurance carrier acceptable to the City and name the City as additional insured.
- **Commercial Automobile Liability Insurance.** Contractor shall obtain, and maintain throughout the life of the Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000, combined single limit for bodily injury liability and property damage liability and name the City as additional insured. This coverage shall include all owned vehicles, hired and non-owned vehicles, and employee non-ownership vehicles.
- **Workers' Compensation and Employer's Liability Insurance.** If applicable, the Contractor shall obtain, and maintain throughout the life of the Agreement, Workers' Compensation and Employer's Liability Insurance in the amount that meets the statutory requirement and shall be in force with an insurance carrier acceptable to the City. Contractor and any sub-consultants or subcontractors shall comply fully with the California Workers' Compensation Law.
- **Professional Liability Insurance.** If applicable, the Consultant shall obtain and maintain throughout the life of the Agreement Professional Liability Insurance in an amount of \$1,000,000 per claims made and \$2,000,000 aggregate with an insurance carrier accepted to the City.
- **The Contractor shall instruct their insurance broker to furnish properly executed certificates of insurance to the City.**
 - The name of the insured Contractor, the specified job by name and/or RFP number, the name of the insurer, the number of the policy, its effective date and its termination date.
 - Certificates of insurance shall clearly evidence coverage required above.

- Certificates of insurance shall be submitted by the broker directly either via email (insurance@cityofredlands.org) or US Mail to: City of Redlands, Risk Management Division, P.O. Box 3005, Redlands, CA 92373. The insurer will notify the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

The city reserves the right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

9. EXAMINATION OF PROPOSAL DOCUMENTS

Each vendor shall carefully examine the Specifications and other applicable documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the Contractor will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.

Should a vendor find discrepancies or ambiguities in, or omissions from the Specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the City, in writing via the Planet Bids website. **Any inquiry or request for interpretation received by the City before the indicated due date will be given consideration. Post all questions online** at eProcurement system at www.cityofredlands.org/RFP. Answers will be provided posted at the city website, eProcurement system: www.cityofredlands.org/rfp

10. INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any vendor as to the meaning of the Proposal Documents. Any inquiry or request for interpretation received by the **City before the indicated due date will be given consideration. Post all questions** online at eProcurement system at www.cityofredlands.org/RFP. Answers will be provided posted at the city website, eProcurement system: www.cityofredlands.org/rfp

The City reserves the right to amend this RFP prior to the proposal due date. **Addenda or addendum will be published on the City's website, eProcurement system at www.cityofredlands.org/rfp.** In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be construed as though it had been received and acknowledged and the submission of his/her Proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the Proposal Documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Proposer to verify that he/she has received all addenda issued before Proposals are opened. to verify that he/she has received all addenda issued before Proposals are opened.

In the case of unit price items, the quantities of work to be done and materials to be furnished under this Proposal/Contract are to be considered as approximate only and are to be used solely for the comparison of Proposals received. The City and its Consultants do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Proposer plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the

Specifications and other proposal documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices proposal.

11. CHANGES / MODIFICATIONS

The City reserves the right to order changes in the scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor. Price adjustments will be based on the unit prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

12. GOVERNING LAWS AND REGULATIONS

The Proposer is required to be familiar with and shall be responsible for complying with the City's Purchasing Policies and Procedures, City resolutions, City rules, all federal, state and local laws, ordinances, rules and professional standards or regulations that in any manner affect this solicitation, the selection process, protests, award of contract, contract management or any other activity associated with this solicitation and the subsequent work required of the successful Proposer.

Prevailing Wages

When applicable, the City is subject to the State of California prevailing wage laws as set forth in California Labor Code Section 1770 et seq. The contractor is responsible for determining the appropriate Department of Industrial Relations (DIR) classification for the various employees and subcontractors used for a particular project or service. The rates for each classification are posted on the DIR website at <http://www.dir.ca.gov/DIRdatabases.html>. All contractors performing work for the City are responsible for abiding by all applicable prevailing wage laws, and must furnish the City with Certified Payroll Records upon request.

13. BLACK OUT PERIOD

The black-out period is defined as between the time the submittals for an Invitation to Bid, Request for Proposals, Request for Qualifications or the Invitation to Negotiate, as applicable, are issued by the City's Purchasing Division and the time the City Council awards the contract. During this black out period, any attempt to influence the thinking of City staff or officials for or against a specific cause related to a solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, may result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, oral presentations before the selection committee, contract negotiations, or communications with staff not concerning this solicitation.

14. FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the City of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

15. PAYMENTS

Payments shall be made 30 days from the receipt of invoice, and follow all City policies promulgated thereby.

16. BUSINESS LICENSES

The successful proposer will be required to obtain a City of Redlands business license prior to commencement of work.

17. INDEMNIFICATION

The successful Proposer must fully indemnify the City. Such indemnification will be documented in the contract documents.

18. RIGHT OF REJECTION

The City of Redlands reserves the right to reject any and/or all proposals, reserve the right to waive any informalities or irregularities in the proposal or examination process, reserve the right to select low proposal per item, and reserve the right to award proposals and/or contracts in the best interest of the City.

19. REFERENCE TERMS

Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to the "City" or the "City of Redlands" shall be construed to refer to the City for which the solicitation was issued and the City shall be the legislative authority for all matters concerning this solicitation or the resulting contract(s).

20. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of ten (10) years from the date of final payment under the Agreement and by the sub-contractor for a period of ten (10) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

21. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

22. PROPRIETARY INFORMATION

Responses to this Request for Proposals, upon receipt by the City, become public records. If any proposer believes that any portion of all of the response is confidential and proprietary, proposer shall clearly assert such exception and the specific legal authority of the asserted exemption. Such designation of an item as a trade secret may be challenged in court by any person. By the proposer's designation of material submitted to the City as a "trade secret", the proposer agrees to hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging the proposer's "trade secret" claim.

23. ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES

The Proposer by submitting a proposal acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this proposal/bid for the same prices and/or terms being proposed. The successful Proposer has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the Proposer's approval. Without the Proposer's approval, the seeking agency cannot Piggy-Back.

24. PRE-PROPOSAL CONFERENCE MEETING

A Proposers' Conference will be held on **Wednesday, January 17, 2018, at 1:30 p.m. in the Council Chamber located at 35 Cajon Street, Suite 2, in downtown Redlands.** City staff will be available to answer questions, and to then provide interested proposers with a walking tour of the Downtown Redlands train station and vicinity following the meeting (estimated time to begin the tour is approximately 2:30 to 3:00 p.m.). The downtown tour is estimated to take approximately 30 to 45 minutes, and cover a distance of approximately one mile roundtrip.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting and/or the tour, please contact Jason Montgomery of Municipal Utilities & Engineering Department, at (909) 798-7584 extension 5. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and/or tour. (28 CFR 35.102-35.104 ADA Title II).

25. AGREEMENT TERM: Service Period

The Consultant shall complete the work described in the "Scope of service" section no later than February 28, 2020.

As part of the contract/agreement, the City of Redlands will reserve the right to select or reject employees and sub-contractors providing services.

26. PROPOSAL DOCUMENTS

See following three pages.

PROPOSAL COVER PAGE

| |
|---|
| Name of Firm, Entity or Organization: |
| Federal Employer Identification Number (EIN): State of California License Number (If Applicable): Name of Contact Person: Title: E-Mail Address: |
| Mailing Address: Street Address (if different): City, State, Zip: Telephone: _____ Fax: _____ |
| Organizational Structure – Please Check One: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/> If Corporation: Date of Incorporation: _____ State of Incorporation: _____ States Registered in as Foreign Corporation: |
| Authorized Signature: Print Name: _____ Signature: _____ Title: _____ Phone: _____ |
| <i>This document must be completed and returned with your Submittal.</i> |

EXCEPTIONS OR DEVIATIONS TO SPECIFICATIONS

Note: Proposer must sign the appropriate statement below as applicable.

- () Proposer understands and agrees to all terms, conditions, requirements and specifications stated herein.

Firm: _____

Signature: _____

- () Proposer takes exceptions to terms, conditions, requirements or specifications stated herein. (Proposer must itemize each exception below and return with the Proposal Form.)

Firm: _____

Signature: _____

Proposer should note that any exceptions taken from the stated terms and/or specifications *may*, but not necessarily will be cause for their submittal to be deemed “non-responsive”, risking rejecting of the submittal.

Attached are _____ additional pages.

This document must be completed and returned with your Submittal

PROPOSER'S CERTIFICATION

| | | |
|--|--|------------------------|
| Submit To: City of Redlands Development Service Department 35 Cajon Street Redlands, CA 92373 Phone 909-798-7555 ext. 2 Fax 909-792-8715 | CITY OF REDLANDS REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT | |
| DUE DATE: February 12, 2018 | DUE TIME: 5:30pm | RFP #20171214FB |
| TITLE: Transit Villages and Downtown Specific Plan | | |
| VENDOR NAME: | PHONE NUMBER: | |
| VENDOR MAILING ADDRESS: | FAX NUMBER: | |
| CITY/STATE/ZIP: | E-MAIL ADDRESS: | |
| <p>“I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offer or and have not colluded with any offerors or parties to an RFP whatsoever for any fraudulent purpose.”</p> | | |
| _____ | _____ | _____ |
| Addendum # | Addendum # | Addendum # |
| _____ | _____ | _____ |
| Addendum # | Addendum # | Addendum # |
| <p>“I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for the City of Redlands respondent agrees that if this proposal is accepted, the respondent will convey, sell, assign, or transfer to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent.”</p> | | |
| _____ | _____ | _____ |
| Authorized Agent Name, Title (Print) | Authorized Signature | Date |
| This form must be completed and returned with your Submittal | | |

NO-PROPOSAL RESPONSE

City of Redlands Statement of "No Proposal"

If you do not intend to submit a proposal for this project, please complete and return this form prior to date shown for receipt of proposals to:

City of Redlands, Development Service Division 35 Cajon Street, Suite 20, Redlands, CA 92373, Attn: Brian Foote, AICP, Planning Manager.

We, the undersigned, have declined to submit a proposal on your **RFP # 20171214FB Consulting Services for the following reasons:**

_____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)

_____ Insufficient time to respond to Request for Proposals.

_____ We do not offer this product/s or equivalent.

_____ Remove us from your bidders' list for this commodity or service.

_____ Our product schedule would not permit us to perform to specifications.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Specifications unclear (please explain below).

_____ Competition restricted by pre-approved owner standards.

_____ Other (please specify below).

Remarks:

Company Name: _____

Address: _____

Signature and Title:

Telephone Number _____ Date _____