



REQUEST FOR PROPOSALS FOR PLANNING SERVICES
Issued: May 24, 2017.

CITY OF BIGGS
465 C STREET / P.O. Box 307
BIGGS, CALIFORNIA 95917

Due Date and Time: June 30, 2017 at or before 4:00 p.m.

GENERAL INFORMATION

The City of Biggs is located in the fertile farmlands of the Sacramento Valley about an hour north of Sacramento. Known as the “heart of rice country,” Biggs is approximately 25 miles south of Chico and 25 miles north of Yuba City, just off State Route 99, at an elevation of 93 feet. Biggs is approximately 4 miles north of Gridley. The community character Biggs typifies the image of a small, rural American town. The population of approximately 1,800 allows most residents to know each other in passing. Among the most attractive qualities of Biggs is the relatively quiet and safe lifestyle, the high quality of education offered through the Biggs Unified School District, and the affordability of homes in the community. The qualities of a safe and friendly community make Biggs a pleasant place for families and those seeking a peaceful place to live.

SCOPE OF SERVICES

The City of Biggs wishes to contract with an outside consulting firm or individual to provide, as needed, on call planning services, referenced herein after as “City Planner”. The City Planner shall perform such duties as may be set forth within the City’s Municipal Code, General Plan, Zoning Ordinance, Subdivision Regulations, other City codes and ordinances; provide both short-term and long term planning recommendations; coordinate and process various land use applications; or any additional planning matters as directed by the City.

The City of Biggs currently budgets \$30,000 per year for general planning services, with additional project specific task orders as needed.

The City of Biggs contracts with Butte County for building services.

RESPONSIBILITIES

1. Available to provide planning services on an, as needed, on call basis.
2. Maintain an accurate understanding of the City's general plan, zoning ordinances, subdivision regulations and other City codes and policies;
3. Organize the application process in a manner that provides critical information to applicants so that they can gain an understanding of the procedures they must follow and the information they must provide with land use applications;
4. When applications are more complex than can be conveyed with standard informational materials, meet with applicants to review their proposal and identify the proper submittal guidelines to assure that there is a clear understanding of what is required for a complete application;
5. Review and prepare reports on Preliminary, Tentative, and Final Subdivision Maps with input from appropriate consultants and/or departments, to ensure code compliance and to ensure that timely information is delivered to the Planning Commission and City Council so that they can comply with statutory decision deadlines;
6. Review and prepare reports on zoning and land use applications;
7. Make appropriate presentations before the Planning Commission and /or City Council;
8. Coordinate permit review with appropriate commissions, committees, consultants and/or departments;
9. Prepare written records and reports of investigation and violations of zoning codes; provide on-site field verification or direct others to perform inspections documenting compliance; encourage voluntary compliance and, when necessary, coordinate enforcement of zoning ordinances through communication with land owners and cooperation with the City Attorney and City Staff; order the issuance of citations where appropriate; testify in court concerning inspection results if necessary;
10. Provide administrative support to the Planning Commission or City Council by preparing reports, maintaining records, and completing directives of the Planning Commission;
11. Coordinate with staff and monitor recording of legal documents relating to land use;
12. Represent the City to residents and applicants in a respectful manner and make reasonable efforts to accurately estimate the cost of application related services.
13. Attend the regular monthly meetings of the City Council which are held on the Second Tuesday of the month, as needed. The City does not currently have a Planning Commission, but may re-establish a Planning Commission.

CONTENT OF PROPOSAL

Proposals shall contain the following information:

1. Cover letter and introduction including the name of the firm or individual and the name and telephone numbers of the person(s) authorized to represent the company regarding all matters related to the proposal;
2. Prospective providers should indicate how they envision being able to provide services to the City, and how those services will fit within the goals and policies of the City.
3. Experience working with other communities with similar geographic profiles and demographics.
4. Representative list of current clients with references contacts at three clients;
5. Resumes of key personnel to be performing the planning functions for the City, including education and professional certifications;
6. Samples of reports to be submitted to the City which may address one or more of the following:

- a. corrections (“comments”) to an initial submittal of a map or site plan
- b. a concept review
- c. responses to inquiries from the public, developers, etc.

7. Preferred method for receiving submittals.

8. Provide any additional information that you feel is pertinent in the City’s decision for selecting a planning consultant.

9. Provide a fee schedule identifying specific rates for services and meeting attendance including sample invoice detail, billing schedule and mileage charges.

10. **Electronic Submittal:** In addition to physical delivery of one hard copy of the proposal to the City, please deliver electronic PDF file(s) of the complete proposal to the City via USB drive or via email to mark@biggs-ca.gov

All proposals shall be delivered to the City at the location specified in this document and shall be received by the City of Biggs by the required date and time. The post marked date shall not serve as the date of receipt. Proposals must be clearly marked and submitted to:

City of Biggs
 Attn: Mr. Mark Sorensen, City Administrator
 465 C Street / P.O. Box 307
 Biggs, CA 95917

EVALUATION CRITERIA

The City’s consultant evaluation and selection process is based upon “Qualifications Based Selection” (QBS) for professional services. The following criteria will be used in evaluating the proposals using a point value system (100 points) based upon the weight factor indicated below:

CONTENT AND EVALUATION CRITERIA	MAXIMUM SCORE
A. Proposal Content	5
B. Understanding of Background and Project Summary	10
C. Approach, Work Plan & Costs.	35
D. Qualifications and Experience of firm, principal planner and other team members	30
E. Clarity of Proposal	10
F. Results of Reference Checks	10
TOTALS	100

The City may also solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City.

SELECTION PROCESS

A committee will be selected to evaluate and rank in writing all proposals. After written proposals have been reviewed, top proposals selected for final evaluation, may be required to make an oral presentation of their proposal to the City's Selection Committee and/or City Council. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal and to see samples of previous work products; no power-point presentations are expected or desired. The City will schedule the times and location for this meeting. If awarded, an individual from your firm who is directly responsible for carrying out the contract should be present at the oral interview. Disclosure of a Proposer's fee(s) to another and any information derived from competing proposals is prohibited.

OFFER EXPIRATION DATE

Proposals in response to this RFP will be valid for sixty (60) days from the proposal due date. The City reserves the right to ask for an extension of time if needed.

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 in its entirety.

OWNERSHIP OF MATERIALS

All materials submitted in response to the RFP become the property of the City and supporting materials will not be returned. The City is not responsible for any costs incurred by the company in the preparation of the proposal or for presentation or related meeting time.

SERVICE AGREEMENT AND INSURANCE

The successful service provider will be asked to enter into a service agreement and to provide a certificate of insurance showing coverage for liability, workers compensation, and automobile. The service agreement will contain a provision specifying a deadline for submitting invoices. Any invoices submitted for services not billed in accordance with the deadline may, at the sole discretion of the City, be considered invalid and payment may be refused. Any future relationship between the City Planner and the City will be an "at will" relationship and may be terminated by either party, for any reason, following a 30-day notice.

INDEPENDENT CONTRACTOR STATUS

The City Planner will not be an employee of the City and must meet the IRS requirements for designation as an independent contractor or firm.

CONFLICT OF INTEREST

The City requires that service providers disclose conflicts of interest when they may occur. The City, at its discretion, may arrange for alternative third party support in such cases. In general, the City will not allow a service provider to review applications from a client of the service provider. Past or pending client relationships may or may not be determined to be conflicts, but should always be disclosed and discussed with the City.

REGULATIONS, LICENSE REQUIREMENT INCLUDING CITY BUSINESS LICENSE

The selected Contractor shall be required to possess all required operating licenses, registrations and authorities to operate in Butte County and the State of California and to obtain a City of Biggs Business license within 15-days of selection and must provide copy to the City prior to commencing any work in Biggs. The selected Contractor shall be expected to comply with all applicable federal, state, city regulations, and contract provisions.

PRE-PROPOSAL MEETING

There will be no pre-proposal meeting for this request. Respondents are encouraged to contact Mr. Mark Sorensen, City Administrator with any questions. The City will respond to all questions and requests for clarifications via email. Emails shall be sent to: mark@biggs-ca.gov. Comments or correspondences received within 7 (Seven) calendar days of the date of the closure of this solicitation will *not* be responded to.

GENERAL INFORMATION

The City of Biggs reserves the right to reject any or all Proposals, to waive any informality in any Proposal, and to select the Proposals that best meet the City's needs. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any cost or obligation of any kind, which may be incurred by the respondent. All proposals submitted to City shall become property of the City.

INSURANCE REQUIREMENTS

Prior to undertaking performance of work under this Contract, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

1. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance which shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting there from and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. This insurance must also include affirmative hazardous materials, toxic waste and pollution coverage. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions. A sample additional insured endorsement is attached hereto as Attachment 6.
2. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned,

hired and non-owned automobiles.

3. Worker's Compensation Insurance. In accordance with the provisions of Section 3300 of the Labor Code, Contractor is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Contract, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
4. The following requirements apply to the insurance to be provided by Contractor pursuant to this section:
 - a. Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - b. Certificates of insurance shall be furnished to the City upon execution of this Contract and must be approved in form by the City Attorney.
 - c. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.

TENTATIVE SCHEDULE

The City reserves the right to delay or adjust schedule dates if it is to the advantage of the City of Biggs. The City's tentative schedule for this RFP is as follows:

Proposal due	June 30, 2017
Estimated Contract Award	July 11, 2017
Estimated Service Commencement	July 17, 2017

CONTRACTOR RESPONSIBILITIES

The selected Contractor will be required to assume responsibilities for all services in their proposal. The selected Contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Agreement.

RULES FOR PROPOSALS

The signer of the proposal must declare in writing that the only person, persons, company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and, that the signer of the proposal has full authority to bind the principal proposer.

METHOD OF PAYMENT

The Contractor shall submit a monthly invoice to the City for the services rendered in that month. The invoice shall include a detailed breakdown of the services and units of each level of service. City shall have 45 days in which to pay each monthly invoice without penalty.

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