
City of Santa Maria



REQUEST FOR PROPOSALS

AMENDED March 25, 2020

ENVIRONMENTAL SERVICES Area 9 Specific Plan Amendment Environmental Review

ISSUING OFFICE: City of Santa Maria
Community Development Department
110 S. Pine Street, Ste. 101
Santa Maria, CA 93458

**SUBMITTAL: One (1) original and two (2) copies must be received on
or before**

5:00 p.m., Friday April 3, 2020

PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE SHALL BE
DEEMED UNRESPONSIVE AND RETURNED UNOPENED TO THE PROPOSER.

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PUBLIC NOTICE

REQUEST FOR PROPOSAL

SEALED PROPOSALS must be mailed to City of Santa Maria, Community Development Department, 110 South Pine Street, Suite 101 (USPS) OR Suite 221 (Fed Ex & UPS), Santa Maria, CA 93458 no later than 5:00 p.m., Friday April 3., 2020. NO PROPOSALS WILL BE ACCEPTED AFTER THIS TIME AND DATE.

By arrangement, the City may accept an e-mail proposal submitted in an Adobe Acrobat (.pdf) attachment with one (1) paper copy postmarked March 23, 2020. The e-mail must be received by the City of Santa Maria no later than 5:00 pm on March 23, 2020.

**ENVIRONMENTAL SERVICES
Area 9 Specific Plan Amendment**

Contract documents may be inspected and obtained in the office of the PROJECT PLANNER, Frank Albro, City of Santa Maria, 110 S. Pine Street, Suite 101, Santa Maria, California 93458.

No proposer shall discriminate in employment practices on the basis of race, color, national origin, ancestry, disability, gender, or religion.

No qualified handicapped person shall, on the basis of handicap, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any matter leading to the award of contract.

The right is reserved by the City of Santa Maria to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of the City.

Dated this 9th day of March 2020 at Santa Maria, California.

By: Frank Albro, Senior Planner
City of Santa Maria, California

Publication Date: March 9, 2020 & Edited on March 25, 2020

**SECTION 1 - INSTRUCTIONS AND
CONDITIONS**

1.1 Request Description

The City of Santa Maria is requesting technical and cost proposals from a qualified and experienced Environmental consultant to provide an environmental review and determine and prepare the appropriate California Environmental Quality Act documentation for a Project consisting of a General Plan Land Use Map, Specific Plan, and City Zoning designation amendment, and a Tentative Tract Map and Planned Development Permit for an approximately 134 acre parcel within the existing Area 9 Specific Plan boundary.

1.2 Information

The City of Santa Maria Community Development Department, Planning Division is issuing this Request for Proposals. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the City of Santa Maria Project Planner, Frank Albro at (805) 925-0951 ext. 2379.

Any revisions to the Request for Proposals will be issued and distributed as Addenda. Bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Request for Proposals. Failure to adhere to this policy may be grounds for rejection of proposal.

1.3 Important Notice

The City of Santa Maria will not be responsible for oral interpretations given by any City employee, representative, or others. Bidders are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the City will attempt to notify all prospective bidders who have secured same. However, it will be the responsibility of each prospective bidder, prior to submitting its proposal, to contact Frank Albro, City of Santa Maria, 110 S. Pine Street, Suite 101, Santa Maria, CA 93458, (805) 925-0951 ext. 2225, to determine if addenda were issued, and to make such addenda a part of their proposal.

1.4 Contracting Agency

The City of Santa Maria/Planning Division will administer the contract resulting from this Request for Proposals.

1.5 Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature, whether the same or expressly referred to herein or not.

1.6 Withdrawal of Proposals

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals only by written request filed with the Project Planner, Frank Albro. The request shall be executed by the offeror or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the offeror to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

1.7 Rejection of Proposals

Failure to meet the requirements of the Request for Proposals (RFP) will be cause for rejection of the proposal. The City may reject the proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the sole opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

1.8 Evaluation/Award of Contract

Evaluation and selection of proposals will be based on the qualifications and evaluation criteria outlined in the RFP. Brochures or other promotional presentations beyond that which is deemed sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary and will not affect the evaluation process.

The City of Santa Maria reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipate initiative and ability of the proposer to perform the services set forth herein.

The City of Santa Maria reserves the right to reject any or all proposals, to waive any requirements, both the City's and those proposed by the proposer; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered; and to evaluate in its absolute discretion, the proposal of each proposer, so as to select the proposer which best serves the requirements of the City, thus providing that the best interest of the City will be served. Proposer's past performance, and the City's assurance that each proposer will provide service as bid, will be taken into consideration when proposals are being evaluated.

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or the bid of any bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the City in the proposer's bid submission, or at any point in the bid evaluation process, including any interview conducted, is grounds for rejection of the bid. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the bid submission is material shall be made solely in the exercise of the City's sole discretion. The City expressly reserves the right to reject the bid of any bidder who is in default on the payment of taxes, licenses, or other monies due the City of Santa Maria.

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

1.9 Proposal Pricing Guidelines

Contractor shall provide proposed fees and cost information as a part of this Request for Proposals. Fee schedules submitted in response to this Request for Proposals shall identify hourly rates and hours dedicated to project and be no higher than the bidder's standard commercial rates for same services. Fees submitted may be used as a basis of negotiation with the successful contractor.

1.10 Proprietary Information

The proposals received shall become the property of the City of Santa Maria and are subject to public disclosure. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the bidder as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or all, of their proposal as exempt from disclosure may be deemed non-responsive.

1.11 Insurance / Indemnification

Insurance coverage (see Attachment 4) and indemnification for proposed services shall be provided pursuant to City requirements.

The Consultant shall defend, indemnify and hold harmless the City, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the City, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Consultant, or its agents, employees, or other independent contractors directly responsible to Consultant including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict liability.
8. Violation of civil rights.
9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other Consultant who is not an independent contractor.

It is the intent of the parties to provide the City the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

SECTION 2 – PROJECT OVERVIEW

2.1 Introduction

Dan Blough, would like to obtain City Council authorization to process a Specific Plan Amendment, General Plan Amendment, and Zone Change of agricultural land located at 1955 'A' Street within the Area 9 Specific Plan (Attachment 1). The project site consists of two parcels (APN: 117-770-001, -051) bound by 'A' Street to the east with single family residences across the street, existing industrial uses that were annexed from the County of Santa Barbara to the south, Windset Farms to the west, and additional agricultural land to the north. Environmental Impact Report is necessary, since this is a significant change from what was planned and studied under the EIR for the Area 9 Specific Plan. Please see Attachment 2 for the proposed development concept plans.

Currently, the 134 acre project site consists of approximately 76 acres of PD/CPO (Planned Development/Commercial Professional Office) zoned land along the eastern portion of the project site, adjacent to 'A' Street and 58 acres of PD/M-1 (Planned Development/Light Manufacturing) zoned land along the western portion of the project site, adjacent to Windset Farms.

The applicant proposes to rezone the area to approximately 23 acres of PD/R-3 (Planned Development/High Density Residential) located along the eastern boundary fronting 'A' Street with a three-acre portion of PD/PF (Planned Development/Public Facilities) designated area, and apply the PD/M-1 designation for the remainder of the area currently PD/CPO. The Adopted Environmental Document and Specific Plan are available on the City of Santa Maria website ([FEIR](#) and [Specific Plan](#)).

The two parcels are proposed to be subdivided (see the conceptual site layout included in the Attachment 2 plan set). The proposed subdivision of Parcel One consists of 19 industrial lots on approximately 32 Acres along the northern and western boundaries of the exiting parcel. Twelve H2A Workforce Housing Dormitories are proposed for the northern 12 lots which comprise approximately 19 acres of the larger parcel. These buildings are to be industrial shell buildings, with interiors designed to house up to 3,680 individuals, but then be easily converted to industrial use if and when the H2A dormitory use is no longer needed. The subdivision of Parcel Two includes 34 industrial lots, one lot for public facilities, one 9-acre basin parcel, and the 23 acre area proposed for PD/R-3 development.

It is anticipated that an Environmental Impact Report is necessary, as the project is a significant change from what was planned and studied under the EIR for the Area 9 Specific Plan.

2.2 Scope of Work

The consultant will determine the appropriate environmental document for the project, and prepare said document in compliance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines.

2.3 Meetings and Hearings

The consultant shall include costs for attending at least six (6) meetings, including one (1) kickoff meeting, two (2) in-process meetings, one (1) Planning Commission study session, and two (2) public hearings. The consultant shall be prepared to respond to questions, make presentations and/or participate in an advisory capacity at the above. The costs for attending public meetings/hearings shall be itemized and attendance at additional meetings is to be considered an option to be exercised by the City.

2.4 Deliverables

The following work products are required:

- One (1) electronic copy of the Administrative Draft Environmental Document.
- Ten (10) printed copies and Thirty (30) Compact Disk copies (pdf format) of the Draft Environmental Document.
- One (1) electronic copy of the Administrative Final Environmental Document.
- Up to forty (40) copies of the Response to Comments shall be mailed directly to the commentators at least ten (10) working days prior to the City Council public hearing on the Final Environmental Document.
- Ten (10) printed copies and Ten (10) Compact Disk copies (pdf format) of the Final Environmental Document.

The final Environmental Document includes the full text of the Draft Environmental Document plus the Responses and Comments on the Draft. The consultant will be responsible for all printing costs. A Compact Disk containing the appendices may be attached to any of the printed copies noted above.

2.5 Contract Amount and Payment Schedule

The consultant shall prepare a fixed cost estimate for the services requested in this RFP. The estimate is to include the extent of work that the consultant will accomplish. Additional community meetings and public hearings beyond the number specified in this RFP are to be bid on a time and materials per meeting basis. Preparation of documents shall be proposed based on deliverable products.

The payment schedule is as follows: 10% after contract signing; 40% after delivery of the Draft Environmental Document for public distribution; 25% after delivery of the Final Environmental Document; and 25% after certification of the Final Environmental Document by the City Council. Percentages and time of distribution may be negotiated as part of the final contract.

2.6 Acceptance of Proposal Content

If a contract is awarded as a result of a response to this request, the City will select the successful individual or firm as quickly as possible after the final date for receipt of the proposals. However, the final award is contingent upon successful

contract(s) negotiation. Bidders should be aware that methods and procedures proposed are likely to become contractual obligations.

2.7 Inquiries

Inquiries must be submitted in writing. City shall attempt to provide material information to all potential proposers. Proposers rely on oral information at their own peril. Direct all inquiries to Frank Albro, Senior Planner at (805) 925-0951, ext. 2244.

2.8 Right of Rejection

The City reserves the right to reject any or all proposals received as a result of this request. The City will not pay for any information contained in the proposals obtained from participating firms. The City is not liable for costs incurred by firms prior to issuance of a contract. The City also may negotiate separately with any source in any manner necessary to serve the best interest of the City.

SECTION 3 – PROPOSAL CONTENT

3.1 Form

Proposals and supporting materials shall be submitted in one (1) original and (3) copies suitable for evaluation. Legibility, clarity and completeness are essential. Proposals should provide assurance that the firm has the professional capability to satisfactorily complete all tasks as described in this RFP. Proposals shall also be provided electronically as a PDF file.

3.2 Personnel and Experience

Describe the project contribution of each key person and approximate amount of time to be devoted to the project. Include a resume for each of the key personnel detailing their special qualifications applicable to the project. Describe the firm's qualifications in relationship to the required services. Summarize past projects of a similar nature that the consultant's firm has completed. If subcontractors are to be used, describe the methods that will be used to assure their cooperation and performance.

3.3 Coordination

Describe the process for maintaining a close working relationship between the consultant and the City project manager. Considerable merit will be placed on a relationship in which City staff is frequently completely briefed on all work in process.

3.4 Task Timetable and Cost Estimates

The proposal shall contain the tasks required to complete the project with a completion target date for each task. The consultant shall estimate the costs per task. The proposal shall include a table which specifies the following for each task: assigned personnel, number of hours to be spent, rate/hours, total cost. This table shall be divided to show the costs related to the Environmental Document.

3.5 Objectivity

The Environmental Document is to be an independent, objective, and unbiased work product. Proposal shall certify that the consultant, principals, and subcontractors (if used) have the capacity to submit a neutral and unbiased environmental document and draft plan.

3.6 Scope Revisions

The consultant is encouraged to contribute creative ideas to this scope of work. If the consultant identifies areas of concern or alternative methodologies not mentioned in this request, they should be described in the consultant's proposal and included in the cost estimate.

SECTION 4 – SELECTION

4.1 Competitive Selection

The successful Contractor shall be selected by the City of Santa Maria on a rational basis. Evaluation factors outlined in Paragraph 2.5 below shall be applied to all eligible responsible and responsive proposers in comparing proposals and selecting the successful proposal. A proposer may be selected without discussion after proposals are received. Therefore, proposals should be submitted on the most favorable terms.

4.2 Proposal Acceptance Period

All proposals must include a statement that proposals are valid for a minimal period of sixty (60) days subsequent to the submission deadline.

4.3 Contract Incorporation

Proposer should be aware that the City of Santa Maria's attached "agreement" (Attachment 5) shall become the actual contract document. The terms and conditions defined in Attachment 1 of this RFP are to be used as a basis for a contemplated contract. Any modifications to this recommended sample contract will require prior negotiations and approval of the City. Failure of a proposer to accept this obligation may result in the rejections of its proposal or cancellation of any award. Any damages accruing to the City as a result of a proposer's failure or refusal to execute a contract with the City, if awarded the contract, may be recovered from the Contractor. Insurance coverage and indemnification for proposed services shall be provided and incorporated pursuant to City requirements.

4.4 Negotiations

The City of Santa Maria reserves the right to negotiate all elements which comprise the proposal to ensure the best possible consideration for all concerned.

4.5 Criteria for Evaluation of Proposal

The City of Santa Maria will evaluate the proposals based on, but not limited to, the following criteria:

A. Understanding of the Scope of Work

- Demonstrated understanding of the project objectives.
- Consultant's approach to accomplishing the scope of work.
- Demonstrated knowledge of issues within the study area and overall city as applicable.

B. Methods and Procedures

- Consultant's general approach to evaluating the issues.
- Complete description of the procedures and analytical methods to be utilized.
- Adequacy and creativity of the proposal, especially regarding proposed methods for acquiring a working understanding of local issues, for facilitating the flow of information between participants and the consultant, and for assuring meaningful participation by local residents and property owners in the planning process.

C. Management, Personnel and Experience

- Qualification of each participant and overall “skill-mix” for the firm.
- Prior experience and quality of similar studies, especially experience with rural communities.
- Information obtained by contacting references listed by the consultant.

D. Consultation and Coordination

- Procedures to be used to ensure close contact between consultant and the City’s project team.
- Experience in working with community groups and local government.

E. Cost Estimates

- Timetable and costs for completing the project, with totals for each component.
- Use of professionals and nonprofessionals for the appropriate tasks in the proposal.
- Quality of product and extent of scope delivered for the consultant’s fee.
- Cost estimates for each proposed work product.

4.6 Tentative Selection Schedule

Issuance of RFP	-	March 9, 2020
Submission deadline	-	5:00 p.m., Friday April 3,, 2020
Award of contract	-	Early April, 2020

ATTACHMENTS

- Attachment 1 - Project Vicinity Map
- Attachment 2 - Concept Development Plan
- Attachment 3 - Insurance Requirements
- Attachment 4 - City of Santa Maria Professional Service Agreement and Conflict of Interest Filing Information

