

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

MAY 17, 2010

TITLE

REQUEST FOR PROPOSALS FOR GO
LOCAL PROGRAM STEP 2 PUBLIC
OUTREACH (PROJECT 09-2505-C)

A handwritten signature in black ink, appearing to read "David A. ...", written over a horizontal line.

CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED

- As Recommended
- As Amended
- Ordinance on 1st Reading
- Ordinance on 2nd Reading
- Implementing Resolution
- Set Public Hearing
For _____

CONTINUED TO _____

FILE NUMBER _____

RECOMMENDED ACTION

Authorize the Public Works Agency to send the attached Request for Proposals to qualified firms to continue and expand the scope of the Go Local Program Step 2 public outreach program for the Santa Ana and Garden Grove fixed guideway project.

DISCUSSION

On May 12, 2008 the OCTA Board allocated \$5.9 million in Step 2 funding to Santa Ana for planning and development of a modern streetcar concept. On August 3, 2009, the City Council authorized staff to execute an agreement with the Cordoba Corporation and its team of consultants to conduct the Go Local Program Step 2 technical analysis. At the same time, the City Council approved a budget of \$50,000 for purposes of contracting with a public Outreach firm to support Santa Ana's Go Local planning and development activities.

On January 4, 2010 the City Council authorized execution of a \$50,000 consultant services agreement with Consensus Inc. to initiate the public outreach program for the Santa Ana and Garden Grove fixed guideway project. An expanded scope of work and additional funding is needed to provide public outreach support for the City's entire Go Local Program Transit Vision, which includes the fixed guideway project study as well as the Santa Ana Regional Transportation Center (SARTC) Master Plan and the Santa Ana Boulevard grade separation study.

A well-designed and well-executed public outreach program is critical to the successful implementation of the City's Transit Vision. The selected public outreach team will be asked to develop a program that improves community understanding and solicits community feedback on the City's overall transit vision. This outreach effort will be coordinated internally between the Public Works, Community Development and Planning and Building agencies with assistance from City Manager's office. Among other things, the public outreach program will clearly communicate anticipated community benefits, potential community impacts, and the economic development

opportunities associated with these various projects. Given the magnitude and complexity of these projects, it is imperative that a skilled team of professionals assists the staff in conducting a comprehensive public outreach campaign.

As outlined in the attached Request for Proposals, the public outreach consultant would be responsible for the following tasks:

- Development of an outreach/communications strategy
- Presentations to neighborhoods, businesses, and professional groups
- Support of the Stakeholders Working Group
- Attendance at technical team meetings for the fixed guideway project study and SARTC Master Plan
- Outreach coordination with Community Development and Planning and Building on projects and initiatives that support the City's Transit Vision, such as the Station District
- Fulfillment of California Environment Quality Act (CEQA) and National Environmental Protection Act (NEPA) public outreach requirements for the fixed guideway study, SARTC Master Plan, and Santa Ana Boulevard grade separation study

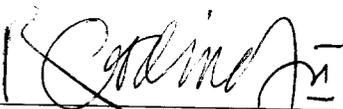
ENVIRONMENTAL IMPACT

There is no environmental impact associated with this action.

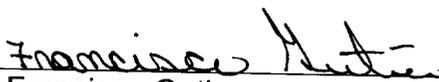
FISCAL IMPACT

Funds are available in the Measure M – Street Construction Fund (account no. 32-553-6611, project 09-2505-C).

APPROVED AS TO FUNDS AND ACCOUNTS:



Raul Godínez II
Executive Director
Public Works Agency



Francisco Gutierrez
Executive Director
Finance & Management Services Agency

REQUEST FOR PROPOSALS

SANTA ANA TRANSIT VISION PUBLIC OUTREACH

I. INTRODUCTION

The public outreach program shall communicate information about Santa Ana's Fixed Guideway Project, the Santa Ana Regional Transportation Center (SARTC) Master Plan, and related projects to the public in order to gain community understanding and solicit community feedback. Among other things, the public outreach campaign should clearly communicate anticipated community benefits, potential community impacts, and possible economic development opportunities associated with the projects.

II. PROJECT BACKGROUND

The Santa Ana Fixed Guideway Project will serve as local connector to regional and national rail, bus, and airport transportation services provided at the Santa Ana Regional Transportation Center (SARTC). It will also serve as a local circulator in the downtown/government center area, the Station District and several other Santa Ana neighborhoods.

The desired attributes of the Santa Ana Fixed Guideway system are:

1. Stimulate land development and economic activity
2. Integrate well with the surrounding community
3. Provide connectivity between regional rail and bus services at SARTC and major destinations
4. Ensure that passenger safety and security are adequately addressed
5. Use clean energy
6. Be attractive, comfortable, friendly, accessible and easy to maintain
7. Integrate well with bicycle and pedestrian activity
8. Provide a cost-effective system
9. Meet future mobility needs
10. Maximize use of existing right-of-way
11. Engage with business and activity centers along the line
12. Minimize construction impacts

The SARTC Master Plan will serve as the blueprint for addressing transportation provider and passenger needs at SARTC for the next 30 years and beyond. The goals for the SARTC Master Plan are to:

1. Provide a transportation facility where people can easily transfer between services
2. Design a transportation facility that integrates well with the surrounding community

3. Create an attractive, sustainable transportation facility with low maintenance costs
4. Efficiently provide parking and support facilities for each service offered at SARTC
5. Evaluate and integrate transit supporting commercial, retail and/or residential uses as feasible
6. Ensure that passenger safety and security are adequately addressed
7. Support and encourage pedestrian and bicycle access

III. SUBMITTAL REQUIREMENTS

TABLE OF CONTENTS

The table of contents should include a clear identification of the material by section and page number.

OVERVIEW AND SUMMARY

This section should clearly convey the Consultant's understanding of the nature of the work and the general approach to be taken. It should include the following:

A discussion of the Consultant's experience in successfully preparing and executing public outreach programs for complex transit studies.

Consultant's opinion regarding the most difficult issues or risk factors affecting public acceptance of the project and Consultant's recommendations for addressing each of them.

QUALIFICATIONS, REFERENCES AND RELEVANT EXPERIENCE

A detailed statement of the Consultant's qualifications and previous experience in conducting similar work, and one-page resumes of the personnel the Consultant intends to use to perform the project, summarizing each individual's training and experience relevant to this project. This section should indicate the percentage of time each team member will devote to this engagement, identify the project manager, and demonstrate that the Consultant's personnel have experience and expertise in all areas required described in the Scope of Work. The resumes of key sub-consultant personnel also need to be included.

A summary (no longer than one page each) of at least three (3) projects similar in subject matter and scope to this project, including client agency, the contract term and amount, and a contact person (with telephone number) who may be contacted as a reference.

WORK PLAN

Consultant shall provide a narrative that addresses the Scope of Work and shows Consultant's understanding of the City's needs and requirements. Consultant shall describe the approach and work plan for completing the services specified in the Scope of Work. The work plan shall be of such detail to demonstrate the Consultant's ability to accomplish the project objectives and overall schedule. The Consultant may suggest alternatives to the proposed tasks and deliverables that facilitate achievement of the project objectives, provided that all tasks in the Scope of Work section of this RFP are addressed and all alternative approaches are justified in the proposal.

A detailed staffing plan for each task and subtask must be submitted and should include an organization chart. The staffing plan shall identify all staff by name and identify the specific tasks for which each individual will be responsible. The proposal must also demonstrate adequacy of labor resources for the duration of the project, utilizing a table projecting the labor-hour allocation to the project, and must include each team member's current and projected availability for the duration of the project, including a summary of the time allocated to other projects.

COST PROPOSAL

Consultant shall submit a fixed-fee cost proposal consistent with the Scope of Work and the requirements of this RFP. Any optional tasks proposed by the Consultant shall be estimated separately in the cost proposal. The cost proposal shall include a full description and breakdown of the expected expenditures of funds for the proposed project, as set forth in the Scope of Work, in two forms: a task budget and a line item budget. The classifications, names, and hourly billing rates of individuals proposed for the project shall be clearly identified.

IV. SCOPE OF WORK

Task 1 – Develop outreach/communications strategy for:

- General public
- Business community
- Stakeholders
- Elected officials
- Media

Task 2 - Prepare and present study information to:

- Neighborhoods
- Business and professional groups
- Others, as requested

Task 3 - Provide support for Stakeholders Working Group meetings:

- Prepare and distribute agendas
- Prepare presentation materials
- Facilitate/lead meetings, as requested
- Prepare and distribute meeting summaries with action items

Task 4 - Attend technical team meetings, as requested:

- Bi-weekly fixed guideway status meetings
- Monthly fixed guideway Project Development Team meetings
- Peer Review Team meetings
- SARTC Master Plan coordination meetings
- Station District coordination meetings

Task 5 - Coordinate with/support public outreach programs for:

- Station District
- Santa Ana Transit Zoning Code
- Santa Ana Boulevard Grade Separation
- Other related projects, as directed

Task 6 - Provide timely written updates to Santa Ana's:

- Transit Program Manager
- Others, as requested

Task 7 - Assist with CEQA/NEPA public meetings, including:

- Scoping meeting(s)
- Public hearing(s)

While carrying out each of the above activities, the Consultant shall:

Gain prior approval from the Transit Program Manager for all materials to be presented and distributed to the public

Create and maintain a meeting environment that:

- Stimulates discussion
- Encourages everyone to express an opinion
- Discourages personal attacks
- Prevents any individual or group from dominating the meeting

Present immediate feedback to the Transit Program Manager when highly controversial issues arise or negatively charged meetings occur.

Consultant shall also coordinate with the Orange County Transportation Authority's (OCTA's) public outreach activities related to the Go Local Fixed Guideway and Regional Gateways programs, as appropriate.

V. GENERAL REQUIREMENTS

- A. The Consultant shall carry out the instructions received from the City of Santa Ana and shall cooperate with the City and other involved agencies.
- B. The documents furnished under the Agreement shall be of a quality acceptable to the City of Santa Ana. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, and dated and having the maker and checker identified. The minimum standard of appearance, organization and content of the documents shall be that of similar types produced by the City and set forth in related City of Santa Ana and other involved agencies' manuals. The Consultant shall modify its work as necessary to meet the level of acceptability defined by the criteria above.
- C. The Consultant's work will be subject to inspections by representatives of the City of Santa Ana and other involved agencies.

VI. PERFORMANCE PERIOD

- A. Consultant shall commence work after notification to proceed by the City. Unless extended by contract amendment, the contract shall terminate on December 31, 2011.
- B. The Consultant is advised that any recommendation for contract award is not binding on the City until the Agreement and all pertinent paperwork are fully executed and approved by the City Council.

VII. ESTABLISHMENT OF FEES

The fee proposal shall include a not-to-exceed \$150,000 fee and a detailed labor hour breakdown by task and classifications. Include all incidental costs estimated to accrue during the life of the contract. Include a billing rate schedule for the prime consultant and any subconsultants with an hourly billing rate by classification. As this will be a multi-year project, include billing rates for the current year as well as subsequent calendar years covering the duration of the project.

VIII. PROFESSIONAL SERVICES AGREEMENT

A sample Professional Services Agreement is enclosed for your review, as Exhibit C. The RFP and the consultant's proposal will be attached and become part of the agreement as exhibits.

IX. INSURANCE REQUIREMENTS

A certificate of insurance is enclosed for your reference as Exhibit D. Please refer to the sample agreement for the necessary amounts of general liability, automotive, worker's compensation and professional liability insurance. The appropriate endorsements are also shown within the sample contract agreement. The certificate shall include the City of Santa Ana and its officers and employees as insured or additional insured.

X. RIGHT TO REJECT PROPOSALS

- A. The City of Santa Ana reserves the right to reject the proposal submitted and no representation made hereby that any contract will be awarded pursuant to this RFP or otherwise.
- B. 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 of Santa Ana will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the respondent. All proposals submitted to the City of Santa Ana become the property of the City.

XI. SCHEDULE

Upon issuance of Notice to Proceed, the Consultant shall submit a detailed schedule for the project.

XII. PRIME CONSULTANT RESPONSIBILITIES

The selected consultant will be required to assume responsibilities for all services offered in his/her proposal. The selected consultant will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

XIII. DELAYS

The City reserves the right to delay scheduled dates if it is to the advantage of the City of Santa Ana.

XIV. PROJECT CONTROL

Control of the project shall remain the total responsibility of City of Santa Ana.

XV. 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.

XVI. METHOD OF PAYMENT

The consultant shall submit invoices to the City of Santa Ana. The invoice shall include a detailed breakdown of the services, the tasks, the hours, and hourly rates. It should be noted that no more than 90 percent of the total payment amount will be made prior to the final completion and approval of all work and delivery of final products.

XVII. REGULATIONS

The selected consultant shall be expected to comply with all applicable federal and state regulations, and contract provisions. The ensuing contract shall contain such contractual provisions and conditions necessary to define a sound and complete agreement.

XVIII. THE CITY'S AFFIRMATIVE ACTION PROGRAM & DBE GOAL

The City has an affirmative action program. The purpose of the affirmative action program is to encourage certified minority business enterprises and women business enterprises. All Submitting firms must have established affirmative action programs approvable by the City. The attached Exhibit E, "Certification of Non-Discrimination by Contractors" shall be completed by each submitting firm and included in the proposal.

