

**APPENDIX A  
PROPOSAL REQUIREMENTS, EVALUATION CRITERIA,  
AND OTHER CONSIDERATIONS**

***I) PROPOSAL REQUIREMENTS***

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

City of Sebastopol  
John Jay, Associate Planner  
City of Sebastopol  
7120 Bodega Avenue  
Sebastopol, CA 95472  
[jjay@cityofsebastopol.org](mailto:jjay@cityofsebastopol.org)

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter. The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The City Sebastopol will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Date of contract
6. Date of completion
7. Consultant Project Manager and contact information
8. Project Objective
9. Project Description
10. Project Outcome

4. Organization and Approach

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and

experience of your team as it relates to this project.

2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

#### 5. Scope of Work

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.

#### 6. Schedule of Work

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The City would like to begin this project immediately upon award.

#### 7. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the City of Sebastopol that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

#### 8. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

#### 9. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed Professional Services Agreement included as Attachment 2.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

#### 10. Cost Proposal

The proposal should contain all pricing information relative to performing the Work as described in this request for proposal. The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs including all out-of-pocket expenses. The proposal shall include a cost proposal for each service of the proposal.

Cost proposal shall be included with the proposal and will be a part of the evaluation criteria. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks.

The proposal should include a schedule of professional fees and expenses.

## **II) EVALUATION PROCESS**

A City selection panel will review and evaluate each proposal submitted.

Proposers may be required to make oral presentations as a supplement to their proposals. These presentations would only be held subsequent to the receipt of the proposals and will be part of the evaluation/interview process to determine qualifications of the firm. The City will schedule a time and location in the City of Sebastopol, or via virtual means, for each oral presentation that it requests. Should a proposer refuse to honor the request for an oral presentation or interview, it may result in the rejection of the proposal by the City.

The City anticipates making a final selection on or before February 7, 2023.

Evaluation considerations will include the following:

- A. Responsiveness of the proposal in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work. Participation Plan proposal and experience will also be a factor.
- B. Consultant's experience in conducting similar Work for cities of a similar nature, size, and complexity, and the consultants commitment to maintaining technical expertise in the municipal environment.
- C. Technical experience and professional qualifications of the team. The number of key and supervisory personnel who will directly participate in the Scope of Work.
- D. Cost. Although a significant factor, cost will not be the primary factor in the selection of a firm.
- E. Consultant's experience in complying with applicable state regulations. The City is looking for a highly qualified team that is able to meet the due dates specified in this document.

### **III) OTHER CONSIDERATIONS**

1. The City will pay the consultant for the services described in Part I, Section III (Scope of Work to be Performed) that do not exceed the amount contained within an executed Professional Services Agreement between the City and the Firm. For additional services required after the inception of the Agreement, written approval by the City shall be required in advance of such services being rendered. The fee for such services shall be paid based on the consultant's quoted hourly rates.
2. Upon notice of intent to award contract, the successful consultant shall enter into a Professional Services Agreement with the City of Sebastopol.
3. No officer, agent, or employee of the City and no member of its governing bodies shall have any financial interest, direct or indirect, in this agreement or the proceeds thereof. No officer, agent, or employee of the Firm shall serve on a City committee or hold any such position which is incompatible with such person's duties or obligations or other relationship to this agreement.
4. Time is of the essence in each and all provisions of the Agreement.
5. All working papers, reports, and records relating to the work performed under the Professional Services Agreement must be retained, at the consultant's expense, for a minimum of five (5) years, unless the Firm is notified in writing by the City of Sebastopol of the need to extend the retention period.
6. The consultants will be required to make working papers available upon request to the appropriate parties.
7. All property rights, including publication rights of all reports produced by the Firm in connection with services performed under this agreement shall be vested in the City of Sebastopol. The proposer selected shall not publish or release any of the results of its examinations without the express written permission of the City of Sebastopol Finance Director.
8. The City is not liable for any pre-contractual expenses incurred by any bidder. In addition, no bidder shall include any such expenses as part of the price proposed to conduct the work.
9. The City reserves the right to withdraw the RFP at any time without prior notice. Further, the City makes no representations that any agreement will be awarded to any bidder responding to this RFP. The City expressly reserves the right to postpone action regarding this RFP for its own convenience and to reject any and all proposals in response to this RFP without indicating reasons for such rejection.
10. The City is not responsible for oral statements made by any of its employees or agents concerning this RFP. If the bidder requires specific information, the bidder must make the request in writing as instructed in the RFP.
11. All responses to the RFP shall become the property of the City and a matter of public record. Responders must identify all copyrighted material, trade secrets or other proprietary information that the responder claims are exempt from disclosure by the California Public Records Act. In the event a responder claims such exemption, the responder must state in the response that: "The responder will indemnify the City and hold it harmless from any claim or liability and defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request thereof." Failure to include such a statement shall constitute waiver of the responder's right to exemption from disclosure and authority for the City to provide a copy of the proposal or any part thereof to the requestor.

12. The individual(s) preparing and submitting the proposal must state they possess the authority to bind the firm to the terms of the RFP.
13. After a Firm is selected by the City, the contents of the submitted proposal shall become part of the resulting Professional Services Agreement. The successful bidder will be required to execute a standard Professional Services Agreement with the City, an example of which is included in this proposal. Failure of the Firm to agree to include the proposal as part of the contractual agreement may result in cancellation of the award. The City reserves the right to reject those parts of the proposal that do not meet with the approval of the City.
14. All questions regarding this RFP should be made in writing and emailed to:  
[jjay@cityofsebastopol.org](mailto:jjay@cityofsebastopol.org)