

Council Meeting of
August 21, 2007

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the City Council:

SUBJECT: Community Development - Award of Consulting Services Agreement to The Planning Center for an updated Community Profile/Environmental Scan and Performance Indicators to be used for the Strategic Plan Update

Expenditure: \$91,785.00 (includes 5% contingency of \$4,371)

RECOMMENDATION

The Community Development Director recommends that the City Council award a Consulting Services Agreement to The Planning Center to prepare an updated community profile, environmental scan and performance indicators in the amount of \$87,414.00 plus approval of a 5% contingency of \$4,371.

Funding: Funding is available from Strategic Plan Project – FEAP366.

BACKGROUND

The City of Torrance adopted its first Strategic Plan in 1996 which involved extensive Community input through the use of focus groups and statistically-valid telephone surveys of the residential and business communities. The Strategic Plan is a living document identifying those issues that are important to the Community.

The first update was completed in 1999. The update process closely mirrored the initial strategic planning process as it was extensive in the gathering and analysis of data. Based on those findings, the Strategic Plan Committee determined that the 1996 Strategic Plan priorities continued to reflect the Community's needs and the goals and sub-goals as outlined in the 1996 Strategic Plan were affirmed.

As we commence the next update, the community profile/environmental scan and the statistically-valid telephone surveys of the residential community and local businesses must be completed.

Two separate Requests for Proposals were sent to a list of consultants fitting two categories, those qualified to update the Community Profile/Environmental Scan, and those qualified to conduct a statistically-valid telephone survey of the residential and

business communities. The deadline for submitting proposals was March 29, 2007. Two (2) proposals for updating the community profile/scan were received. Only The Planning Center submitted a satisfactory proposal in response to the Request for Proposal. Staff interviewed The Planning Center representatives in May 2007. Based on the interview, reference checks, proposals, and after reviewing sample documents submitted by the consultant, staff determined that The Planning Center was the most qualified to prepare updates to the community profile/scan.

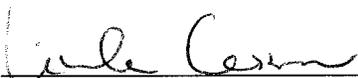
ANALYSIS

The Planning Center will perform the required work in two phases. In Phase I, a community profile and environmental scan will be prepared. The community profile/scan will include a description of the existing conditions in the City, the City's past performance up to present time, as well as trends to forecast where the City is headed in the future. Additionally, The Planning Center will provide an analysis of the potential impacts from major regional, national, and global trends and how they may affect the City's ability to achieve the goals in the Strategic Plan.

In Phase II, The Planning Center will identify and make recommendations on the most appropriate performance indicators and prepare a detailed report explaining the use of each. Performance indicators will be recommended in five broad categories: 1) the natural environment, 2) the built environment, 3) the local economy, 4) social and human capital, and 5) local governance. The performance indicators will allow for a separate means of measuring the City's annual performance in achieving the Plan's goals, in addition to other strategic actions in the Plan.

Respectfully submitted,

JEFFERY W. GIBSON
Community Development Director

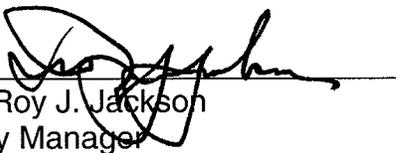
By 

Linda Cessna
Deputy Community Development Director

Concur:



Jeffery W. Gibson
Community Development Director



LeRoy J. Jackson
City Manager

Attachment: Agreement

X:\Planning\RCutting\StrategicPlan\AwardContract-PlanningCenter.doc

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of August 21, 2007 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and The Planning Center, a California Corporation (“CONSULTANT”).

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONSULTANT to perform the following work in two phases. Phase 1: Provide a community profile and environmental scan to support the work of the Strategic Planning Committee; and, Phase II: Provide performance indicators based on the strategies identified by the Strategic Planning Committee subsequent to updating the vision .
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal for Updating the Strategic Plan Community Profile/Environmental Scan, RFP No. RFP No. RFP B2007-16. (the “RFP”).
- C. CONSULTANT has submitted a Proposal (the “Proposal”) in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY is willing to award the contract to CONSULTANT.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services and install those materials listed in CONSULTANT’s Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through August 21, 2008.

3. COMPENSATION

A. CONSULTANT’s Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the compensation schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$87,414.00 (“Agreement Sum”), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly, within 30 days after the date of the monthly invoice.

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the City determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

Intentionally Deleted.

7. **THE CITY'S REPRESENTATIVE**

Linda Cessna is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. **CONSULTANT REPRESENTATIVE(S)**

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Brian Judd, V.P., Community Planning & Design
Steve Gunnells, Senior Economic Analyst

9. **INDEPENDENT CONTRACTOR**

The CONSULTANT is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as otherwise set forth in this Agreement. The CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

10. **BUSINESS LICENSE**

The CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform the CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from the CITY.

13. **CARE OF WORK**

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

14. **CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONSULTANT's time pertaining to the project, and records of accounts between the CITY and the CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. **INDEMNIFICATION**

CONSULTANT agrees that to the extent established by final arbitration award or court judgment, and to the extent of insurance proceeds paid for such award or judgment CONSULTANT will reimburse CITY and their representative officers, directors, agents, consultants, representatives and successors (collectively "Indemnitees") for any loss, incurred by Indemnitees to the extent arising from, any negligent act or omission of CONSULTANT and any of their respective agents, employees, consultants, contractors, or subcontractors. Notwithstanding anything herein to the

contrary, in no event shall the foregoing obligation to reimburse the Indemnitees apply to any negligence or misconduct by an Indemnitee.

16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. INSURANCE

A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

- (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - (a) Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - (b) Primary Property Damage of at least \$250,000 per occurrence; or
 - (c) Combined single limits of \$1,000,000 per occurrence.
- (2) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
- (3) Professional liability insurance with limits of at least \$1,000,000 per occurrence.
- (4) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

B. The insurance provided by CONSULTANT will be primary and non-contributory.

C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONSULTANT agrees that the minimum limits of any insurance policies and/or performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager;

provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
- (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 - (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 - (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

CONSULTANT:	Steve Gunnells 1580 Metro Drive Costa Mesa, CA 92626 Phone: 714.966.9220 Fax: 714.966.9221
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CITY: City Clerk
 City of Torrance
 3031 Torrance Boulevard
 Torrance, CA 90509-2970
 Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONSULTANT without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as set forth in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. SETTLEMENT OF DISPUTES

The parties will attempt in good faith to resolve any controversy or dispute arising out of or relating to this Agreement promptly by negotiations. If any party reaches the conclusion that the controversy or dispute cannot be resolved by unassisted negotiations, such party may notify the Judicial Arbitration and Mediation Service ("JAMS"), 500 North State College Boulevard, Suite 600, Orange, California 92668, (714)9393-1300. JAMS will promptly designate a mediator who is independent and impartial, and JAMS' decision about the identity of the mediator will be final and binding. The parties agree to conduct at least eight (8) consecutive hours of mediated negotiations within thirty (30) days after the notice is sent. If the dispute is not resolved by negotiation or mediation within thirty (3) days after the first notice to JAMS is sent, then, upon notice by any party to the other affected parties and to JAMS, the controversy or dispute shall be submitted to a sole arbitrator who is independent and impartial, selected by JAMS, for binding arbitration in accordance with JAMS' Rules for Non-Administered Arbitration or Business Disputes. The parties agree that they will faithfully observe the terms of this paragraph and will abide by and perform any award rendered by the arbitrator. The award or judgment of the arbitrator shall be final and binding on all parties. No litigation or other proceeding may be instituted in any court for the purpose of adjudicating, interpreting or enforcing any of the rights or obligations relating to the subject matter hereof, whether or not covered by the express terms of this Agreement, or for the purpose of adjudicating a breach or determination of the validity of this Agreement, or for the purpose of appealing any decision of an arbitrator, except a proceeding instituted for the sole purpose of having the award of judgment of an arbitrator entered and enforced.

31. CONSULTANT'S AUTHORITY TO EXECUTE

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this

Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE,
a Municipal Corporation

The Planning Center
a California Corporation

Frank Scotto, Mayor

By: _____
Brian Judd, V.P., Community Planning &
Design

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
Heather K. Whitham,
Deputy City Attorney

Attachments: Exhibit A: RFP
 Exhibit B: Proposal

Revised..: 1/30/01

EXHIBIT A
REQUEST FOR PROPOSALS

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. RFPB2007-16

Request for Proposal for Updating the Strategic Plan Community Profile/Environmental Scan

PROPOSAL SUBMITTAL INFORMATION

PLACE: CITY OF TORRANCE
Office of the City Clerk
3031 Torrance Blvd.
Torrance, CA 90503

DEADLINE: 2:00 PM

DATE: Thursday, March 29, 2007

The ***ORIGINAL, PLUS TWO (2) COPIES*** of the PROPOSAL must be submitted in a sealed envelope and marked with the RFP number and title.

PROPOSALS MAY BE MAILED OR HAND DELIVERED. NO FAXED PROPOSALS WILL BE ACCEPTED. LATE PROPOSALS WILL NOT BE ACCEPTED. Proposals will be opened and publicly read aloud at 2:15 P.M. on the same date in the Council Chambers, Torrance City Hall.

All responses must include the following components:

- Proposer's Response (Section III of this document). You must submit your response on the forms provided. (If additional space is required, please attach additional pages.)
- Proposer's Affidavit (Attachment 1)

Any questions regarding this proposal should be directed to:

Jeffery W. Gibson
Community Development Director
City of Torrance
Attn: Rebecca Cutting, Project Manager
General Plan Division
(310) 618-5990

During the proposal period, all questions must be posted in writing and mailed, emailed, or faxed by 2:00 p.m. Thursday, March 29, 2007. No verbal responses will be given. Written responses to all substantive questions will be mailed, e-mailed, or faxed to all firms that receive this RFP.

**CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503**

RFP NO. RFPB2007-16

Request for Proposal for Updating the Strategic Plan Community Profile/Environmental Scan

SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on Thursday, March 29, 2007, and will be opened and publicly read aloud at 2:15 p.m. on the same date in the Council Chambers, Torrance City Hall. You are invited to be present at the opening of proposals. An original and two copies of each proposal must be submitted in a sealed envelope and clearly marked: "PROPOSAL FOR Updating the Strategic Plan Community Profile/Environmental Scan, RFPB2007-16."

Proposal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "Proposal for Updating the Strategic Plan Community Profile/Environmental Scan RFPB2007-16") and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd. Torrance CA. 90503. If the proposal is made by an individual, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in, using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable Proposers to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposal (RFP) does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected.

Standards of Evaluation:

The proposals will be evaluated by a committee comprised of members of the City staff. The evaluation of the proposals may take any of the following into consideration:

- The completeness of information provided in the proposed Scope of Services and demonstrated general understanding of the City's needs.
- The qualifications of the Project Team (including sub-consultants) to perform the services.
- The information provided in the list of Representative Projects.
- Information obtained from the references supplied for the Representative Projects.
- The quality of the specific method to be employed by the firm, as detailed in the firm's Proposed Scope of Services.
- The project understanding demonstrated by the firm's Recommended Scope of Services and Level of Effort.
- The time of completion and manpower allocation detailed in the schedule provided by the firm.
- The fee proposal.

The fee proposal shall provide at minimum:

- The project team members required to perform each task.
- The number of hours to be expended by each Project Team member to perform each task.
- The hourly rates for all employee classifications that will be billed to this project.
- Calculated delivery and cost.
- A list of expected reimbursable items and a not-to-exceed budget for reimbursable items.

The evaluation of the proposals will result in a ranking of the candidates. At this point, the City may decide to interview a short list of candidates to augment the information for rankings, or the City may consider the ranking to the final candidate ranking. Upon finalizing the candidate ranking, the City may decide to enter into fee negotiations with the number one ranked candidate. If agreement is reached on the fee structure, the City may enter into an agreement with this candidate. If agreement cannot be reached, the City may enter into fee negotiations with the number two candidate. This procedure will be followed until an agreement equitable to both the City and the consultant can be agreed upon.

**CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503**

RFP NO. RFPB2007-16

Request for Proposal for Updating the Strategic Plan Community Profile/Environmental Scan

SECTION II TECHNICAL REQUIREMENTS

Introduction:

The following technical requirements describe the desired work to be performed for the updating of the Strategic Plan Community Profile/Environmental Scan.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

General Requirements:

The City of Torrance seeks the services of a consultant or team of consultants to prepare a document that provides a community profile of Torrance as it stands today and in relation to future trends. In collaboration with the City Staff, the consultant will identify key indicators or performance measures that collectively will make up the profile. The indicators must correspond to the Strategic Priorities, Goals, and Sub-goals of the Strategic Plan, and provide a comprehensive picture of Torrance. Once agreement has been achieved relative to the indicators, an assessment of existing conditions will be performed based on agreed upon data sources. Other steps include analysis of past performance based on comparison to the 1996 and 1999 Environmental Scans, including data references. Trend forecasts are the other key step.

The consultant shall perform the following tasks (considered a preliminary outline) to complete the project:

- Consultant review of the 1996 and 1999 Strategic Plan and background documents including the Environmental Scan and Future Forecast.
- Work with City Staff to clarify first the objective for the Community Profile, the scope of appropriate issues to be identified, and an appropriate format. Issues to be identified in the context of the Profile will derive from the Strategic Plan, expanded as necessary to account for present and future conditions, and possibly constrained by the availability of supporting data. Provide pros and cons of using different methods of presenting a profile and of measuring performance consistently over time.
- Identify data needs and sources for assessing existing and future conditions. To the extent feasible, this must correlate to data sources used in the past to provide basis for measuring past performance. Looking ahead toward future updates, key criteria in selecting data sources are reliability, consistency, and future availability for use in subsequent updates. Availability of data will be considered in determining the scope of appropriate issues.
- Development list of possible data sources including pros and cons of use, and review this information with City Staff for final selection.
- Perform assessment of existing conditions, past performance, and future trends in relation to community indicators.
- Review this information with staff.

- Present options to City Staff on document format and graphic presentation.
- Prepare Administrative Screen Draft and present findings to City Staff.
- Incorporate input and prepare 25 copies of Draft document.
- Present Draft document to the City Council.
- Incorporate final input and prepare Final document.
- Present 25 copies of final document, one camera ready copy, and copy on computer disk in a software program pre-agreed upon with City Staff.

ISSUES TO BE ADDRESSED IN SCOPE OF PROFILE:

At a minimum these are the issues to be included in presenting a profile of the Torrance community:

- Update and assess data provided in 1999 Future Forecast Update relative to employment, changes in the City's industrial base, retail sales, and general economic development issues, trend, and challenges; assess incremental changes over time since initial "Future Forecast Update" in 1996, and subsequently in 1999.
- General economic issues post September 11, 2001 and implications to local conditions.
- Referencing the 1996 and 1999 Future Forecast Updates, update and assess population and housing characteristics. Other critical references include the 2000 Census and the City's General Plan, including its Housing Element. Close collaboration with Staff is important.
- Social and Cultural Issues, particularly in context of changing demographics and an aging population.
- Educational Issues, considering K-12 education provided by Torrance Unified School District and private institutions, and post high school education opportunities.
- Housing cost and supply. Cause and effect analysis of housing issues relative to employment is desirable.
- Traffic congestion.
- Overall City infrastructure conditions.
- Water supply.
- Energy.
- Public Utilities.
- Environmental Issues.
- Land capacity.
- Political and Regulatory Issues.
- Open space and recreation.
- City Services.
- Community Character/Image.

It is noted that the City will be undertaking telephone surveys of the residential and business community. There is opportunity to include survey questions that relate to preparation of the Community Profile.

Proposal Submittals:

Each proposal must contain:

A. 1. *Cover Letter*

All proposals must be accompanied by a cover letter, signed by the individual authorized to bind the proposing entity.

2. *Identification of Proposer*

Include name, address, and telephone number of individual firm, and relevant persons.

3. *Qualifications, Experience, and Technical Competence of Individuals Performing Work*

Highlight experience of firm and key staff in successfully completing similar projects. Identify individuals who will be working on this project, according to their respective roles and

responsibilities and including the time allocated for their services. Outline relative past and present experience, including individual projects and names of references relative to these projects. Include resumes and identify project manager. Confirm if project manager is also to be liaison with City staff.

4. *Project Overview and Approach to Accomplish Work*

Provide detailed description of the approach to undertaking and completing the proposed project. Include any steps/tasks not included in "Scope of Work" that may affect the quality of the project if omitted.

5. *Budget*

Provide a detailed fee schedule.

6. *Schedule Time Line*

Proposed time commitment to the project and schedule for completion. Include availability of key personnel.

7. *References*

Provide a minimum of three references for similar work, including contact person, addresses and phone numbers, plus a description of the work performed.

The Contract:

The Proposer selected by the City will be required to enter into a written contract with the City of Torrance, in the form attached. A copy of this request for professional services will be attached to and become a part of the contract.

Strategic Plan:

Attached is a copy of the Strategic Plan for the City of Torrance.

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. RFPB2007-16

Request for Proposal for Updating the Strategic Plan Community Profile/Environmental Scan

SECTION III PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposal," the following proposal is submitted to the City of Torrance.

Proposal Submitted By:

Name of Company

Address

City/State/Zip Code

Printed Name/Title

Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation _____ Partnership _____ Sole Proprietorship _____

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

_____ years

If less than three (3) years and your company was in business under a different name, what was that name?

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

Name

Title

Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this proposal:

Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____

_____ No Addenda received regarding this proposal.

Payment Terms:

Are you proposing any discounts for early payments?

Yes _____ No _____

If yes, what are your discounted invoice terms? _____

Delivery:

What is the lead time for delivery? _____ days/weeks

References:

Please supply the names of companies/agencies for whom you recently supplied comparable goods or services as requested in this RFP.

Name of Company/Agency Address Person to contact/Telephone No.

Name of Company/Agency Address Person to contact/Telephone No.

 Name of Company/Agency Address Person to contact/Telephone No.

Costs: For Updating the Strategic Plan Community Profile/Environmental Scan per RFPB2007-16 as specified.

\$ _____

Additional costs (please specify)

\$ _____

Grand Total

\$ _____

Proposer must complete each item with either a check mark to indicate that the item being proposed is exactly as specified, or enter a description in the Proposer's comments column to indicate any deviation from the specifications of the item being proposed.

SERVICE SPECIFICATION COLUMN	PROPOSER'S COMMENTS COLUMN
For updating the Strategic Plan Community Profile/Environmental Scan per RFPB2007-16 as specified.	

Submittals: Please indicate that the following are included with your proposal:

Submittal Requirements	Check here if included:
Cover letter	
Identification of proposer	
Qualifications, experience, and technical competence of individuals performing work	
Project overview and approach to accomplish work	
Budget	
Schedule/ Time Line	
References	

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

_____ being first duly sworn, deposes and says:

1. That he/she is the _____ of _____
(Title of Office) (Name of Company)

hereinafter called "Proposer", who has submitted to the City of Torrance a proposal for

(Title of RFP);

- 2. That the proposal is genuine; that all statements of fact in the proposal are true;
- 3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
- 5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
- 6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or materialman, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
- 7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
- 8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this ____ day of _____, 20_____.

(Proposer Signature)

(Title)

EXHIBIT B
PROPOSAL



*Governmental Services
 Planning & Urban Design
 Environmental Studies
 School Facilities Planning*

1580 Metro Drive
 Costa Mesa, CA 92626
 Phone: 714.966.9220
 Fax: 714.966.9221
www.planningcenter.com

June 12, 2007

Jeffery W. Gibson
 Community Development Director
 City of Torrance
 3031 Torrance Boulevard
 Torrance, CA 90503

Subject: Revised Scope of Work, RFP B2007-16

Dear Mr. Gibson:

At our interview on May 30, 2007, we discussed options for the City's strategic planning process. Assistant City Manager Mary Giordano indicated that the City would probably prefer the work under this RFP divided into two parts. On June 1, 2007, we submitted a strategic planning process diagram, an illustrative timeline, and an explanatory memo showing the work divided into two phases. We are now submitting a revised scope of work to reflect this two-phase process.

PHASE 1: COMMUNITY PROFILE AND ENVIRONMENTAL SCAN

Phase 1 provides a community profile and environmental scan to support the work of the Strategic Planning Committee to update the vision and goals. The Planning Center would prepare the community profile describing existing conditions. We would evaluate past performance and quantify the City's progress from the 1996 plan to the present, and we would project present trends to forecast where the City will be in the future. Finally, we would assess potential impacts of major regional, national, and global trends and how these impacts may affect the City's abilities to achieve its strategic plan goals.

PHASE 2: PERFORMANCE INDICATORS

The second phase provides performance indicators based on the strategies identified by the Strategic Planning Committee subsequent to updating the vision. Although each strategic action would have a measurable objective, the performance indicators provide a separate means to measure annual progress in implementing strategies and achieving the community's broad goals for the City.

REVISED SCOPE OF WORK

The attached Revised Scope of Work replaces the "Initial Scope of Work" section contained in Section 3, on pages 3-5 through 3-10, in our Proposal submitted to the City on March 28, 2007. The total fee in the budget, section 4 of our proposal, remains unchanged.

We would be pleased to discuss any additional work you might want to consider having us do, including facilitation, attending an occasional extra meeting, preparing parts of the strategic plan, or just being on-call to assist if needed. At your convenience, we are available to discuss the City's strategic planning

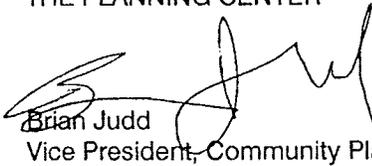
June 12, 2007

Page 2

needs and our revised scope of work. If you have any questions, please do not hesitate to give me a call at (714) 966-9220.

Sincerely,

THE PLANNING CENTER



Brian Judd
Vice President, Community Planning & Design



Steve Gunnells
Senior Economic Analyst

Emphasis on Social Capital

The concept of social capital first received national prominence with the 2000 publication of Robert D. Putnam's *Bowling Alone: The Collapse and Revival of American Community*. The idea of social capital recognizes that individuals working together—voluntarily, outside of government and their jobs—generate value and economic rewards. While the community profile and environmental scan may not attempt to directly measure Torrance's social capital, this concept will underlie our analysis of civil society and cultural resources.

Initial Scope of Work (Revised June 12, 2007)

The Planning Center proposes to undertake the following scope of work.

Task 1.0 Document Review

Prior to the initial meeting, The Planning Center's project team will review the 1996 and 1999 strategic plans and background documents. The team will also review plans, data, reports, surveys, and other sources of information produced by the City, and other regional (e.g., SCAG) and subregional (e.g., SBCCOG) planning documents. The project team will review other community indicator reports from Southern California.

Based on this document review and our experience with similar projects, The Planning Center will develop an initial outline of community profile and environmental scan information. We will forward this outline to the City prior to the Project Initiation Meeting.

Product:

- Initial Community Profile and Environmental Scan Outline

Task 2.0 Project Initiation Meeting

At the project initiation meeting, The Planning Center project team will present the outline and discuss issues with the City's project team. The project initiation meeting will cover the following specific topics.

- City expectations for the community profile and environmental scan
- Work program, scope, and schedule
- Objective of the community profile
- Scope of issues to be investigated
- Document format
- Graphic presentation materials

Product:

- Meeting notes
- Refined work program, scope, and schedule

Task 3.0 Community Profile and Environmental Scan Report

Based on the final outline of the community profile and environmental scan, as agreed with City staff, The Planning Center will obtain the necessary data, conduct the analysis, and prepare a report of findings for review with City staff. We will also include in the report our recommendations for document formatting and presentation graphics.

First, The Planning Center will prepare the community profile describing existing conditions. Second, we will evaluate past performance in terms of the previous versions of the strategic plan, and quantify the City's progress from the 1996 plan to the present. Next, we will project present trends to forecast where the City will be in the future. Finally, we will assess potential impacts of major regional, national, and global trends and how these impacts may affect the City's abilities to achieve its strategic plan goals.

Document Format

The document will include illustrative graphics, diagrams, and tables that visually support the findings. The final documentation will consist of:

- An executive summary of the information and analysis.
- A detailed document that includes annotated tables and full footnotes and references, as dictated by good social science research standards.

Presentation Graphics

We anticipate that the presentation graphics would include mounted poster graphics of important data findings and a PowerPoint presentation of the key community profile and environmental scan findings. We can easily convert the PowerPoint presentation for display and distribution over the City's website.

Product:

- Draft and final community profile and environmental scan report
- PowerPoint presentation
- Meeting notes

Task 4.0 Performance Indicators

In this task, The Planning Center team will identify and describe performance-indicator data needs and prepare a detailed report explaining each potential indicator and data source. This task's report will also provide recommendations for document format and presentation graphics.

We will present our recommendations for performance indicators and document format to City staff at a work session. We will recommend performance indicators in each of the five broad categories below, identify potential data sources for each indicator, and discuss the merits of each indicator and data source, especially in regard to the issues presented in our Project Approach.

At a second meeting with City staff, we will finalize the data set and document format. Based on the outcome of the second work session, we will prepare the final community indicators report. We will formally present the final performance indicators report to City staff.

Based on our preliminary review of the 1996 and 1999 strategic planning documents circulated with the RFP, we would recommend assembling performance indicator data in five broad categories.

1) The Natural Environment

This category will analyze and evaluate the state of the City's natural environment. Analysis of the natural environment will focus on the extent and quality of natural resources, the quantity and quality of the City's open space and recreation facilities, and the impact of regional environmental quality and regulatory efforts, both now and in the future.

2) The Built Environments

This category will analyze and evaluate the City's built environment. Analysis of the built environment would focus on circulation and parking facilities, utilities and infrastructure, housing and residential development, parks and open space, quality and character of new development, and community image and identity.

3) The Local Economy

This category will analyze and evaluate the local economy and its place in the larger regional economy. Analysis of the local economy will focus on economic structure and diversity; employment patterns and projections; labor-force composition, skills, and education; existing businesses; business climate; local and regional economic trends, real estate market analysis; and development demand and potential. In addition, this analysis will include a strengths, weaknesses, opportunities, and threats analysis of the local economy, currently and in the future. Finally, this analysis will describe major external economic trends and their potential effects on Torrance.

4) Social and Human Capital

This category will analyze and evaluate the community's social and human capital and its capacity to generate social capital. The analysis will focus on Torrance's civic, religious, and social groups and organizations, especially those that provide opportunities for networking and individual growth and enrichment. These groups and organizations create public goods and services and comprise the third sector, outside of government and private enterprise. This analysis will also assess education and lifelong learning. Finally, this category will analyze the aging of the population and the importance of current and future demographic changes.

5) Local Governance

This category will analyze and evaluate the local government operations and effectiveness. Analysis of local governance will include revenue and expenditure trends and projections, levels of service and future services demand, and accountability to customers. Finally, this analysis will describe current state and federal issues related to local governance and discuss current thinking on the future of local governance in California.

Product:

- Meeting notes
- Draft and final performance indicator report

Task 5.0 Meetings

Based on the tasks outlined above, The Planning Center team will conduct five meetings with City staff at City offices:

- One project initiation meeting with City staff
- One meeting with City staff to present the community profile and environmental scan findings

- One meeting with City staff to review performance indicators
- One meeting with City staff to finalize the performance indicators
- One meeting with City staff to present the final performance indicators report

Product:

- Five meetings with City staff

Task 6.0 Project Management

This task includes the costs and activities to administer and manage the project, including project planning, resource scheduling, coordinating with City staff, billing, correspondence, and file maintenance.

Task 7.0 Documents

For all draft documents, The Planning Center will provide fifteen (15) hard copies and one digital copy in an Adobe .pdf format on a CD-ROM. For both final documents, The Planning Center will produce 25 bound copies, one camera-ready unbound copy, and one digital copy on CD-ROM



Section 4. **Budget**

City of Torrance - Community Profile and Environmental Scan for the Strategic Plan Update



Standard Hourly Rates

The Planning Center 2007 Standard Fee Schedule

Staff Level	Hourly Rate
Principal	\$165-\$250
Director/Team Leader	\$150-\$200
Sr. Planner/Scientist/Designer II	\$125-\$200
Sr. Planner/Scientist/Designer I	\$100-\$150
Associate Planner/Scientist/Designer II	\$85-\$115
Associate Planner/Scientist/Designer I	\$80-\$85
Assistant Planner/Scientist/Designer II	\$70-\$85
Assistant Planner/Scientist/Designer I	\$60-\$70
GIS/CAD Operator II	\$80-\$110
GIS/CAD Operator I	\$65-\$80
Graphic Artist II	\$75-\$125
Graphic Artist I	\$55-\$75
Planning Technician/Intern	\$45-\$60
Technical Editor	\$75-\$85
Word Processing	\$65
Clerical	\$55-\$65
Third-Party CEQA Review	\$200
Expert Witness	2 x Normal Hourly Rate

Other direct costs are billed at cost plus 12.5%.
Mileage reimbursement rate is the standard IRS-approved rate.

“The Planning Center does an outstanding job of keeping the client informed and the project on schedule.”

—Walt Diamond
Project Manager
Dunmore Homes

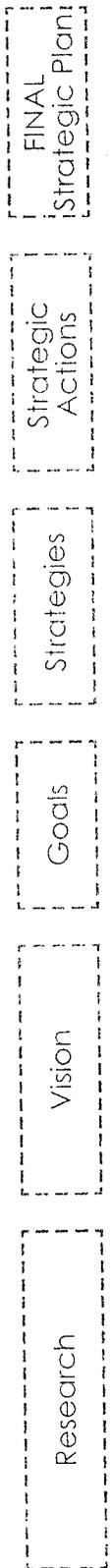
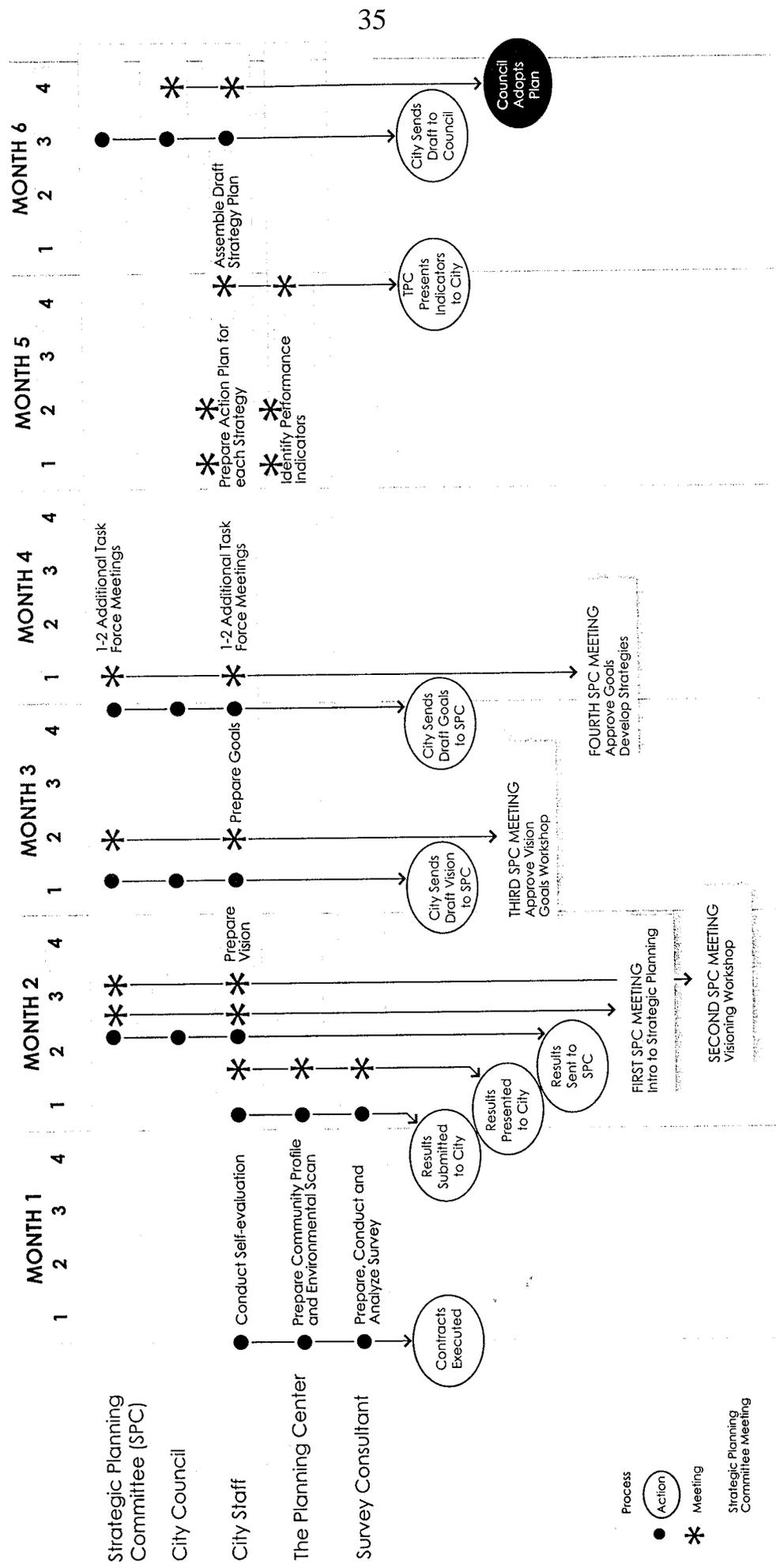
4. Budget

Project Budget

The table below presents the proposed project budget. The fee for each task item is derived by multiplying the total hours for each task by the blended rate for The Planning Center team assigned to this project, \$116.13 per hour. We estimate project management costs at approximately 10 percent of the subtotal, and reimbursables at approximately 10 percent.

Project Budget			
Task	Description	Hours	Fee
1	Document review	12	\$1,394
2	Project initiation meeting	22	\$2,555
3	Identify data needs and sources	98	\$11,381
4	Conduct the analysis	168	\$19,510
5	Prepare administrative screencheck draft	113	\$13,123
6	Draft report	85	\$9,871
7	Final report	51	\$5,923
8	Meetings	70	\$8,129
9	Project management	10%	\$7,764
	Subtotal		\$79,650
	Reimbursables	10%	\$7,764
	TOTAL		\$87,414

SUGGESTED STRATEGIC PLAN TIMELINE



Process
● Action
* Meeting
Strategic Planning Committee Meeting

Draft June 1, 2007