

REQUEST FOR QUALIFICATIONS TO PROVIDE BUSINESS ATTRACTION CONSULTANT SERVICES

I. INVITATION

The City of Mission Viejo seeks the services of a qualified economic development consultant to assist the City with its business marketing, attraction, and brokerage efforts. Sealed qualification packages, plainly marked “Business Attraction Consultant Services” on the outside of the package will be accepted until **4 p.m. on Wednesday, March 21, 2018**. Submittal packages delivered after the posted deadline will not be considered for selection. No faxed, telephone or email proposals will be accepted in lieu of a hard-copy submittal.

Qualification packages must include respondents qualifications specific to details provided in Section V of this Request for Qualifications (RFQ), address the anticipated scope of services provided in Section VI, and be provided in the format detailed in Section VII.

II. CITY OVERVIEW

The City of Mission Viejo, hereinafter referred to as “City”, is a planned community located in south Orange County. Incorporated in 1988, Mission Viejo became the 27th City in Orange County, and is 17.4 square miles with a current population of 96,718. Major employers in the City include South Orange County Community College District (Saddleback College), Mission Hospital Regional Medical Center, Saddleback Valley Unified School District, and the Shops at Mission Viejo regional mall.

III. PURPOSE

City leadership has recognized the need to formalize an approach to economic development marketing and business outreach. Therefore, the City of Mission Viejo is requesting proposals from qualified consultants to assist with some or all of the following: a City-wide marketing strategy to attract business investment within the City; market and promote available commercial space within the City; encourage reinvestment in older shopping centers; and conduct research and outreach to potential new industries and businesses to locate within the City, including related brokerage services when appropriate. These various work efforts have been identified by staff as potential components of a Business Outreach Program: however, respondents may include in their proposals different and/or additional services for the City to consider, with justification provided for each new service.

IV. BACKGROUND

In January 2015, as part of the City’s budget process, the City Council ranked Economic Development as the Council’s top priority. In June 2015, Kosmont Companies prepared a City-wide Retail Market Analysis & Strategy, with an opportunity site analysis. The Kosmont study is available at the following URL:

http://cityofmissionviejo.org/sites/default/files/Kosmont_Study.pdf.

The City Council ranked the sites located within the City's Core Area as top priority opportunity sites, and directed staff to study the Core Area for revitalization potential. The City Council hired SWA to prepare a Core Area Vision Plan, approved by the City Council in March 2017. The Core Area Vision Plan is available at the following URL:

http://dms.cityofmissionviejo.org/sirepub/view.aspx?cabinet=published_meetings&fileid=3093834.

While the business attraction and brokerage efforts sought through this RFQ will focus on commercial center and business park properties throughout the City, focus will be given to identified opportunity sites, and particularly opportunity sites located within the City's Core Area (as described in the Vision Plan).

V. QUALIFICATIONS

Consultant shall include the firm's qualifications and experience in preparing municipal business branding and community marketing strategies specific to economic growth and business attraction, as well as implementing said strategies to conduct outreach with preferred industry leaders and specific businesses, including brokerage services/consulting.

VI. ANTICIPATED SCOPE OF SERVICES

The following describes potential services and products the City is considering for the preparation and implementation of business attraction and brokerage services in Mission Viejo. Respondents may include in their proposals different and/or additional services for the City to consider, with justification of each new service proposed. Respondents may comprise an individual consulting agency, with all services provided 'under one roof' or a multi-agency consultant team, with a lead consultant and sub-consultants with specific expertise to best respond to this RFQ.

1. Create a strong, unique business brand related to economic development in Mission. The brand should set Mission Viejo apart from surrounding communities.
2. Develop a comprehensive community marketing strategy to advertise and leverage the City and its business brand.
3. Identify/prepare materials to be used for both marketing and business attraction efforts.
4. Identify high quality tax-producing industries and specific businesses for potential outreach/marketing efforts. Create database of preferred businesses and industry leaders.
5. Work with City staff to identify available/suitable commercial properties to advertise to preferred industries/businesses.
6. Meet with preferred businesses and industry leaders to market the City, its new business brand, and specific properties in the City suitable to accommodate the specific business/industry.
7. Facilitate efficient/agreeable lease/purchase negotiation process between new businesses and brokers, property owners, property managers, as appropriate.
8. Represent and market the City at appropriate commercial business and retail industry events, such as the annual International Council of Shopping Centers (ICSC) annual retail real estate convention.

9. Prepare monthly/quarterly assessment of marketing strategy effectiveness and recommendations for modifications. Summary report should include new businesses relocated or looking to relocate, or expand their businesses in Mission Viejo. The report should also include businesses that have or are looking to relocate out of Mission Viejo.

VII. FORMAT FOR PROPOSALS

Consultant shall provide the following information (See Section IX, Evaluation Process and Selection Criteria, for more details):

1. Letter of transmittal signed by an individual authorized to bind the proposing entity.
2. General information about the Consultant (i.e., qualifications, company size, location of office(s), years in business, organization chart, number and position titles of staff).
3. Qualifications of staff proposed for the assignment (include resumes).
4. Detailed description of the Consultant's understanding of the City's needs and a detailed plan demonstrating how the Consultant will satisfy these needs.
5. Description of the services the Consultant proposes to provide.
6. List and details of other (minimum three) similar municipal projects completed by lead members of the team, with contact information for the respective municipalities

Consultant submitting a proposal that includes the use of sub-consultants shall provide the information identified above for each sub-consultant.

VIII. ADDENDA

If any person contemplating submitting a proposal for Business Attraction Consultant Services is in doubt as to the true meaning of any part of this Request for Proposal, that person may submit to the City's Director of Community Development a written request for an interpretation or correction.

Any interpretation or correction of the specifications will be made only by addendum issued by the City's Director of Community Development. Copies of addenda will be mailed or delivered to those persons who have received an RFQ.

IX. EVALUATION PROCESS AND SELECTION CRITERIA

Evaluation of the proposals will be based upon a competitive selection process. The City staff will review all proposals received by the stated RFQ deadline. The candidates will initially be evaluated on the following criteria:

1. Experience with similar projects and work efforts.
2. Ability to understand and perform the contemplated Scope of Work efficiently and in accordance with the requirements of City and State regulations.
3. Oral and written communication abilities.
4. Three references. The references shall identify the client, a contact name, telephone number, description of the service provided, and the location where the service was performed.

Consultant must satisfy the City of its ability to perform the services required. Consultant must demonstrate and document a history of timely and satisfactory performance of similar projects in

a manner which addresses the stated evaluation criteria. Consultant shall be responsible for the accuracy of the information supplied concerning references. In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects or litigation by the Consultant on previous contacts to disqualify any Consultant. The City reserves the right to reject any or all proposals, or to request and obtain, from one or more consulting firms, supplementary information as may be necessary for City staff to analyze the proposal pursuant to the consultant selection criteria.

Upon completion of the RFQ evaluation phase, City staff will select the top consultants to submit a more detailed scope of work, schedule, and cost associated with each work task and deliverables. Preferred consultant(s) will then be selected for interview and/or negotiation. The consultant, by submitting a response to this RFQ, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ. The City may choose to interview one or more of the firms responding to this RFQ.

The selected consultant will be required to enter into a “Consulting Services Agreement” for the consultant services with the City. The Agreement will include a detailed scope of work and payment of services schedule. The City of Mission Viejo City Council is the authorizing entity to issue a contract award to the top-ranked consultant. Upon receipt of the executed Agreement, it will be submitted to the City Council for approval.

X. SPECIFICATIONS NOT CONTRACTUAL

Nothing contained in this RFQ shall create any contractual relationship between the Consultant and the City. The City accepts no financial responsibility for costs incurred by any Consultant regarding this RFQ and subsequent related proposals.

XI. PROOF OF AUTHORITY

If the Consultant is a corporation, formal proof of the authority of the officer signing the proposal to bind the corporation must be submitted with said proposal. A copy of the corporate resolution, or minutes or letter may be adequate proof.

XII. RESERVATIONS

The City reserves the right to reject any and all proposals, and to waive any nonconformity of proposals with this RFQ, whether of a technical or substantive nature, as the interest of the City may require.

XIII. INSTRUCTIONS AND QUESTIONS

City representative from whom the Consultant will receive instructions:

Larry Longenecker, AICP
Planning and Economic Development Manager
City of Mission Viejo
200 Civic Center
Mission Viejo, California 92691
(949) 470-3024
llongenecker@cityofmissionviejo.org

Questions regarding this Request for Proposal should be directed to Larry Longenecker at the above phone number or email. Do not contact any other City employee, City official or City Consultant or Contractor regarding this RFQ.

XIV. WITHDRAWAL OF PROPOSAL

Consultant may withdraw its proposal, either personally or by telegraphic, email or written request.

XV. FIRM COMMITMENT OF AVAILABILITY OF SERVICE

The City shall have two months from the date required for submission of all proposals within which to evaluate the proposals received and to decide which proposal, if any, to accept. During such period, the Consultant shall remain ready, willing, and able to begin work if ultimately accepted by the Council.

XVI. INDEPENDENT CONTRACTOR

The Consultant is as to the City a wholly independent contractor. The Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City.

XVII. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal laws and regulations, including, but not limited to, those pertaining to conflict of interest, which in any manner affect those employed by it or in any way affect the performance of its planning consultant services. The Consultant shall at all times observe and comply with all such laws and regulations.

XVIII. CONSULTANT'S ACCOUNTING RECORDS

Records of Consultant's direct personnel, contractors, and reimbursable expenses pertaining to the work and records of accounts between City and Consultant shall be kept on a generally recognized standard accounting basis and shall be available to City or its authorized representatives at mutually convenient times.

XIX. LIABILITY INSURANCE REQUIREMENTS FOR CONSULTANTS

Please refer to the City Insurance Requirements attached to this RFQ (Exhibit A).

XX. TERM

The term for the agreement will be determined through a subsequent detailed proposal and negotiation process to be undertaken with the top consultants responding to this RFQ.

XXI. OWNERSHIP OF DOCUMENTS/DRAWINGS

All original drawings, plans, designs, reports, notes, calculations, maps, and other documents developed during the course of Consultant providing the contracted services shall be the property

of the City and shall be provided by Consultant to City upon their completion, including all original documents in digital and hard-copy versions. Documents may be used by City as it determines appropriate.

XXII. SCHEDULE OF EVENTS

The anticipated schedule of events is listed below. The only firm date is the March 21, 2018 initial proposal submitted to City. All other dates are approximate and subject to change.

| | |
|---|--|
| Distribute RFQ to Consultants: | February 9, 2018 |
| Receipt of proposal back to City: | 4p.m. Wednesday, March 21, 2018 |
| Interviews with top consultants: | April 9 - 13, 2018 |
| Preferred consultant(s) submit detailed proposal with fee schedule: | April 27, 2018 |
| Second Interviews and/or Negotiations: | April 30 – May 11, 2018 |
| Consultant Selection at City Council meeting: | Tuesday, May 22, 2018 or Tuesday, June 12, 2018 |
| Start of Services: | May 23, 2018 or June 13, 2018 |

XXIII. PROPOSAL SUBMISSION

Proposals (5 hard-copies and digital submission) must be received by the City no later than:

- **4:00 p.m. – Wednesday, March 21, 2018**
- **No faxed copies**
- **Mark envelopes containing proposal: “RFQ – Business Attraction and Brokerage Consultant Services”**
- **Email to: llongenecker@cityofmissionviejo.org**

Address all proposals to:

Larry Longenecker, AICP
 Planning and Economic Development Manager
 City of Mission Viejo
 200 Civic Center
 Mission Viejo, California 92691

Attachment:
 Exhibit A, Insurance Requirements

EXHIBIT A***Insurance Requirements***

The following coverages will be provided by Consultant and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability/Umbrella. Primary insurance shall be at least as broad as ISO-CGL form No. CG 00 01 or equivalent form, as determined by Risk Management staff. Total limits shall be no less than **\$1,000,000.00** per occurrence for all coverages and **\$1,000,000.00** general aggregate. City and its employees and agents shall be added as additional insureds using ISO additional insured endorsement form CG 20 10, or equivalent form, as determined by Risk Management staff (in no event will City accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Umbrella Liability Insurance (if necessary to meet limits requirements) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a “drop down” provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion. Policies shall have concurrent starting and ending dates.

Business Auto/Umbrella Liability Insurance. Primary coverage shall be at least as broad as ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto). Limits shall be no less than **\$1,000,000.00** per accident. Starting and ending dates shall be concurrent. If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than **\$1,000,000** per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respect to the City, its employees or agents.

Professional Liability Insurance. Coverage shall be written on a policy form that provides professional liability insurance, errors and omissions or equivalent coverage appropriate to the Consultant's occupation or service. The policy limit shall be no less than **\$1,000,000.00** per claim and in the aggregate.

Consultant and City further agree as follows:

1. This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.
2. Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are

intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
5. For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.
6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement shall not prohibit Consultant, and Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.
7. Unless otherwise approved by City, Consultant's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII+." Self-insurance will not be considered to comply with these insurance specifications.
8. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant.
9. Consultant agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability and umbrella liability policies (if any) using ISO form CG 20 10 or equivalent form, as determined by Risk Management staff. Consultant shall also provide a waiver of subrogation endorsement to Consultant's workers' compensation policy applicable to the City. Certificate(s) are to reflect that the insurer will provide 30-days notice of any cancellation of coverage and all policies must be endorsed accordingly. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation and to delete the word "endeavor" with regard to any notice provisions. Consultant agrees to provide complete copies of policies to City upon request.
10. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at

least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

11. Consultant's insurance presented in compliance with these specifications shall not include self-insured retentions or deductibles unless declared to the City and approved by the City Manager. The City may require evidence of financial security if deductibles or self-insured are part of the Consultant's liability program.
12. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement or to inform Consultant of noncompliance with any insurance requirements in no way waives any right or remedy of City or any additional insured, in this or any other regard.
13. Consultant agrees to require all subconsultants or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. Consultant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Consultant agrees to require that no contract used by any subconsultant or contracts Consultant enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this agreement. Consultant agrees that upon request all agreements with subconsultants or others with whom Consultant contracts with on behalf of City, will be submitted to City for review. Failure of City to request copies of such agreement will not impose any liability on City, or its employees.
14. If Consultant is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
15. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
16. It is agreed that insurance provided pursuant to these requirements will not be limited to coverage for the vicarious liability or supervisory role of any additional insured. All insurance coverage and limits provided are intended to apply to the full extent of the policies. Nothing contained in this agreement limits the application of such insurance coverage.