



Kings County Association of Governments

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Member Agencies: Cities of Avenal, Corcoran, Hanford and Lemoore, County of Kings

TO: Consulting Firms

DATE: November 19, 2009

SUBJECT: Request for Qualifications / Proposals:

The Kings County Association of Governments (KCAG) seeks Statements of Qualifications and Proposals from qualified firms for professional services to perform all tasks related to the Naval Air Station Lemoore Joint Land Use Study (JLUS). The Department of Defense Office of Economic Adjustment has awarded Community Planning Assistance Funds to KCAG for a JLUS to include the City of Lemoore, County of Fresno, County of Kings, and Naval Air Station Lemoore. KCAG is the project sponsor for this multi-jurisdictional planning effort.

Firms interested in this project should send their proposals to the attention of Terri King, Kings County Association of Governments, 339 W. "D" Street, Suite B, Lemoore, CA 93245 by 5:00 p.m., Monday, January 11, 2010.

If you have any questions or require additional information regarding this project, you may contact Terri King at (559) 582-3211, ext. 2678 or by email at Terri.King@co.kings.ca.us.

REQUEST FOR PROPOSALS

NAS Lemoore Joint Land Use Study

To Include the Jurisdictions of:

***City of Lemoore
County of Fresno
County of Kings
and
Naval Air Station Lemoore***

Proposal Requested By the Project Sponsor:

**KINGS COUNTY ASSOCIATION OF GOVERNMENTS
339 W "D" Street, Suite B
Lemoore, CA 93245**

**Request for Proposals
Released on November 19, 2009**

INTRODUCTION

The Kings County Association of Governments (KCAG) seeks Statements of Qualifications and Proposals from qualified firms for professional services to perform all tasks related to the preparation of the Naval Air Station (NAS) Lemoore Joint Land Use Study (JLUS). The Department of Defense (DoD) Office of Economic Adjustment (OEA) has awarded Community Planning Assistance Funds for a Joint Land Use Study for NAS Lemoore and the surrounding civilian jurisdictions.

The NAS Lemoore JLUS will include the jurisdictions of the City of Lemoore, County of Fresno, County of Kings, and the NAS Lemoore located in heart of California in the southern San Joaquin Valley. KCAG is the project sponsor for this multi-jurisdictional planning effort.

The purpose of a Joint Land Use Study is to promote compatible civilian development patterns near military installations by applying the local planning process to update the local general plans and supporting land use regulations. The JLUS will identify current and future encroachment sources, including new physical developments and potential natural environmental promotion such as conservation corridors, conservation easements, and designated wetlands.

The JLUS program relies on strong community planning and land use regulatory (zoning) capabilities to implement the compatibility recommendations through the local community's comprehensive planning programs and processes. This program is community controlled and community directed.

This Request for Qualifications/Proposals describes the scope of services and tasks, the consultant selection process and the requested consultant activities for the NAS Lemoore Joint Land Use Study.

BACKGROUND

The San Joaquin Valley is the fastest growing region in California. The population is expected to almost triple from 3.3 million to 9.5 million. As a desirable and relatively affordable place to live, the San Joaquin Valley is under tremendous population growth pressure. From 2000 to 2008, the San Joaquin Valley region experienced an 18.9% population increase, the largest increase in the state (California Regional Progress Report). Once a largely rural region, the eight counties of the Valley are now home to large metropolitan areas (Stockton, Fresno, and Bakersfield) with growing cities and towns. According to the 2009 California Department of Finance, Fresno is now the fifth largest city in California.

While NAS Lemoore has historically enjoyed an encroachment free relationship with the surrounding jurisdictions, it is hoped that this will continue with the anticipated future population growth.

City of Lemoore

The City of Lemoore is located in the northern portion of Kings County, in the center of the San Joaquin Valley. The City is conveniently located near the junction of California State Route 198 and State Route 41, approximately 170 miles southeast of San Jose and 100 northwest of Bakersfield. NAS Lemoore is located approximately three (3) miles west of the City of Lemoore. According to the California Department of Finance the population of Lemoore in 2009 was 24,818 or 16.04% of the total population in Kings County.

The City of Lemoore shares many of the common characteristics of San Joaquin Valley communities, with a traditional downtown surrounded by residential neighborhoods and agriculture lands. The City's existing limits encompass approximately 5,430 acres (8.5 square miles) of incorporated land. Residential, commercial, and industrial land uses are included within the primary sphere of influence.

The City of Lemoore adopted their 2030 General Plan Update on May 6, 2008. During the two year public process, the NAS Lemoore had assigned personnel to participate on the General Plan Steering Committee which helped to guide substantial reductions in residential development and put in place heavy mitigation measures, as the military had informed the City of Lemoore that the previous noise contours from the base did not adequately show the impacts. New noise modeling was started to account for not only noise from take offs and landings over the immediate runways but also from a special landing pattern. Due to these impacts, the City adopted noise mitigation policies for noise disclosures, aviation easements, a buyer beware program, and stringent noise insulation requirements which will be added to the City's municipal code in the summer of 2009.

In addition to the noise mitigations, Lemoore's new General Plan reduced the allowed population west of State Highway 41 within NAS Lemoore's Military Influence Area. The previous General Plan would have accommodated 15,000 persons west of State Highway 41, while the adopted General Plan allows for approximately half of this although the ground area has increased. Additionally, the City adopted an Urban Growth Boundary and agreed to pull in their westerly most city limit line from 21st^{1/2} Avenue alignment to the 21st Avenue alignment (removing 1/2 mile worth of the western most land from future development equating to approximately 150 acres).

County of Fresno

Fresno County is situated in the geographic center of the San Joaquin Valley and California, encompassing 6,000 square miles. Predominately an agricultural based economy, Fresno County has ranked as the number one agricultural county for last forty-five (45) consecutive years. Fresno County leads as the producer of the largest variety of crops with grapes, almonds, milk, poultry, and tomatoes as the leading commodities. Home to 942,298 residents and fifteen (15) incorporated cities, the county also has the highest number of county road miles. Fresno County places emphasis on agriculture protection, economic development, urban centered growth, resource protection, health and safety, recreational development, service efficiency, and enhanced quality of life. County policies direct urban type development and growth to the cities and unincorporated communities that can provide the necessary urban services.

Fresno County is currently undergoing a General Plan Review/ Zoning Ordinance Update. This effort is expected to be concluded in the spring of 2010. The General Plan Review is intended to implement policy revisions based on the experience gained since the General Plan Update of 2000. Although it appears that most of the land area that may be impacted by NAS Lemoore's operations is designated and zoned for agricultural uses, there may be land use implications as a product of the JLUS analysis and as such suggested policy recommendations may be applicable to Fresno County.

County of Kings

Kings County is one of the eight counties that comprise the San Joaquin Valley, which is bounded on the west by the Coastal Range; the Sierra Nevada Mountain range to the east; the Tehachapi's to the south; and Sacramento to the north. The central and eastern portions of the

County occupy the relatively flat valley floor, while the southwestern portion is characterized by the low hills and intervening valleys of the Kettleman Hills. Within the San Joaquin Valley, Kings County is bordered by Fresno County to the north; Kern County to the south; Tulare County to the east; and Monterey County and San Luis Obispo County to the southwest. Elevations range from 175 feet in the Tulare Lake Basin to 3,473 feet at the extreme southwestern portion of the county.

Kings County is a predominately agricultural based County which ranked 8th in the State in 2007 for agricultural product value. Of the County's 1,391 square miles, approximately 90.2% of all land is devoted to agricultural uses. In 2008, the gross value of agricultural crops and products was \$1,760,168,000 and represents a major component of Kings County's economy.

Kings County ranks as the seventh fastest-growing county in population in California. Since 1980, Kings County's population has increased at an annual average growth rate of 3.8%. However, much of the increase is inflated due to the opening of Avenal State Prison (1987), Corcoran State Prison I and II (1998), the California Substance Abuse Treatment Facility (1997), and expansion of NAS Lemoore. Discounting military and correctional institutions, countywide population still increased at a rate of approximately two percent annually since 1980.

There are four incorporated cities within Kings County, which contain approximately seventy-seven percent (77%) of the 2009 total County population estimate of 154,743 per the California Department of Finance. The four cities are Avenal, Corcoran, Hanford, and Lemoore. Several unincorporated communities are also located within the County in addition to the NAS Lemoore and Santa Rosa Rancheria. A majority of the population within unincorporated Kings County is located in the four communities of Armona, Home Garden, Kettleman City, and Stratford.

Kings County initiated a comprehensive General Plan Update in 2006 and has completed several Draft Elements and four new Community Plans that identify the long term vision for growth and resource protection within the unincorporated portions of the County through 2035. The general plan environmental impact report has been completed and an estimated adoption for the general plan and EIR is anticipated for November 2009. General Plan Elements that discuss, consider, and pertain to NAS Lemoore include the Land Use Element, Health and Safety Element, Resource Conservation Element, Open Space Element, and Noise Element. In addition, the Stratford Community Plan was developed to address growth issues in this unincorporated community located along the State Route 41 corridor and within the NAS Lemoore flight corridor and Military Influence Area.

Throughout the development of the Draft 2035 Kings County General Plan Elements and Community Plans, county staff worked closely with NAS Lemoore officials and took into account input resulting from their participation.

Naval Air Station Lemoore

Commissioned in 1961, NAS Lemoore is the Navy's largest and only west coast Master Jet base. Its principal mission is to support the Strike-Fighter Wing of the U.S. Pacific Fleet, whose mission is to train, man, and equip the west coast Strike-Fighter squadrons. NAS Lemoore hosts fourteen operation Strike-Fighter squadrons, two Strike-Fighter Fleet replacement squadrons, and all four west coast Carrier Air Wing Commanders and their staffs. With the primary focus on offensive tactical strike-fighter operations, the 283 F/A 18 Hornets and Super Hornets stationed at NAS Lemoore flew approximately 250,000 flight operations last year. NAS Lemoore employs approximately 10,200 military and civilian personnel and contributes an estimated \$650 million to the local economy.

In defining the extent of the base's operations, NAS Lemoore established a new Military Operations Area (MOA). This MOA represents the largest new training airspace the Navy has developed in more than 20 years.

Nestled in the heart of California's fertile San Joaquin Valley, the station encompasses almost 30,000 acres of land and airspace. The Navy owns approximately 18,784 acres fee simple and it operates about 12,000 of these acres in the largest agricultural leasing program in the Navy. This unique partnership provided approximately \$1 million to the Navy's Natural Resources Management program in 2008. Mindful of its responsibilities to be a good steward of the environment and natural resources, NAS Lemoore continues its partnership with regional wildlife rescue activities to reintroduce rescued wildlife back into the environment and to protect endangered species. In addition, several strategies are used to reduce the overall energy and water consumption in the operations and administrative facilities. Due to smart water savings initiatives, 1.98 million gallons per day were saved during the first nine days in May of 2009 as compared to the same period in May of 2008. NAS Lemoore is also investing \$5 million in infrastructure energy efficient upgrades and another \$900,000 in photovoltaic lighting and solar heating.

NAS Lemoore faces regional, county, and local encroachment threats and has taken proactive steps to mitigate encroachment by identifying and publishing the Installations' Military Influence Area (MIA). The MIA is intended to support the community's planning efforts in selecting appropriate uses for land within the MIA and to encourage dialogue between government agencies, private organizations, and NAS Lemoore regarding growth and development within the MIA. The MIA is designed to accomplish the following purposes:

- Promote an orderly transition between community and military land uses in order to sustain compatible use.
- Protect public health, safety, and welfare.
- Maintain operational capabilities of military installations and areas.
- Promote the awareness of the size and scope of the military training areas to protect areas separate from the physical military installation (i.e. critical air and sea space) as used for training purposes.
- Establish compatibility requirements within the designation area, such as requirements for sounds attenuation, real estate disclosure, and aviation easements.

The California Advisory Handbook for Community and Military Compatibility Planning encourages collaboration between cities, counties, developers, and military personnel. It provides tools and guidance regarding compatible planning between communities and military installations as required by SB 1468.

Kings County Association of Governments

Kings County Association of Governments is the state recognized Regional Transportation Planning Agency (RTPA) and the federally designated Metropolitan Planning Organization (MPO) for Kings County. KCAG operates under a Joint Powers Agreement (JPA) between the four incorporated cities of Avenal, Corcoran, Hanford and Lemoore, and the County of Kings. KCAG provides the opportunity and an impartial setting for the state, regional, and local governments to work together to solve current problems and plan for the future. KCAG works with local agencies

and the public to build consensus, prepare regional and strategic plans, obtain and allocate resources, and provide information on a broad range of topics pertinent to Kings County's quality of life.

PROJECT OVERVIEW

A Joint Land Use Study is a basic planning process designed to identify encroachment issues confronting both the civilian community and the military installation and to recommend strategies to address the issues in the context of the local general plan process. The NAS Lemoore JLUS will include several jurisdictions including the City of Lemoore, County of Fresno, and County of Kings. The NAS Lemoore military installation will be an important partner in the study, with administrative oversight provided by Kings County Association of Governments.

The Joint Land Use Study should be conducted in a collaborative manner involving a variety of stakeholders, including the local elected officials, planning commissioners, the NAS Lemoore military base command staff, community business leaders, land owners, natural resource groups, the development community, and chambers of commerce or other redevelopment agencies. Several public meetings should be conducted throughout the study so that interested members of the public can have the opportunity to learn about the project and provide comments.

The NAS Lemoore Joint Land Use Study will have two primary goals; to encourage cooperative land use planning between the military installation and the surrounding jurisdictions so that future civilian growth and development are compatible with the training or operational missions of the installations and to find strategies to reduce the operation impacts on the adjacent lands. This study should examine the land use planning concerns from both the jurisdictions and NAS Lemoore perspectives. The recommendations that emerge from this JLUS should be used to guide the local jurisdictions in the development and implementation of land use and related policies.

The NAS Lemoore Joint Land Use Study should consider at a minimum the following topics:

- The economic profile of the region and the impact of the military's presence on the surrounding local economy;
- The existing and proposed land use patterns and activities surrounding the military installation;
- The most current technical reports prepared by the military such as the Air Installations Compatible Use Zones (AICUZ), operational mission profiles and types of military aircraft in either testing or training operations;
- Environmental factors such as natural cultural resources, wildlife habitat, air quality attainment, direct and indirect urban lighting, dust and smoke emissions, electromagnetic interference, and noise;
- Analysis of conservation corridors, conservation easements, designated wetlands, or other related environmental designations as considered for compatibility as sensitive receptors;
- The extent of civilian encroachment and how likely it is to impair the continued operational utility of the military installation; and

- The current adopted and approved general plans, development policies, existing land use regulations, and zoning of the surrounding local governments.

The analysis of the various topics, background information, and other pertinent data and facts should lend itself to the development of land use strategies that can be incorporated into the local planning documents and programs of the surrounding jurisdictions.

Two committees will be developed to provide support and guidance during this proposed JLUS study: 1) a Policy Committee consisting of elected officials and 2) a Technical Committee of professional planners from each of the jurisdictions and other key stakeholders. The Policy Committee will consist of two Board of Supervisors Members from Kings County, two City Council Members from the City of Lemoore, one Board of Supervisor Member from Fresno County, and one (non-voting) exofficio representative from NAS Lemoore. The Policy Committee is responsible for the overall direction of the JLUS, approval of the budget, preparation and approval of the study design, approval of the draft and final written reports, approval of policy recommendations, and monitoring implementation of the adopted policies. The Technical Committee will most likely include local jurisdiction and military base planners, and representatives from agriculture, business, natural resource protection organizations, and concerned residents. The consultant will work extensively with the Technical Committee on draft products and then present them to the Policy Committee.

Several public workshops will be held in the vicinity of the project area at key milestone points in the study for the public to provide input. Emails, websites, and the local newspapers will be a key component in informing the community of upcoming meetings.

SCOPE OF WORK

The NAS Lemoore JLUS planning process will identify locations where land use conflicts between the civilian population and the military installation are presently occurring or are likely to occur in the future. Once these locations have been identified, land use and other relevant regulations that are developed during the JLUS planning process will be proposed to the local governing bodies. The overall outcome will ensure that NAS Lemoore can continue and/or modify its missions in the future with as little hindrance as possible, while also ensuring that civilian interests are protected to the greatest possible degree. The JLUS will identify potential modifications to zoning and other development regulations that are more likely to result in compatible land uses, thus ensuring the long-term viability of NAS Lemoore. The DoD will also benefit as enhanced coordination of surrounding land uses will increase the long term operational effectiveness and serve as an important component in the protection of our Homeland from unforeseen and anticipated threats.

A consulting firm is being solicited to provide technical assistance during the NAS Lemoore Joint Land Use Study. At a minimum, the scope of work for the NAS Lemoore Joint Land Use Study shall include the following major components or tasks:

1. Project Initiation

Identify and develop a public participation strategy to be used throughout the duration of the NAS Lemoore Joint Land Use Study. The consultant will facilitate a number of public workshops and or meetings throughout the process, where the public will have the opportunity to comment on the draft NAS Lemoore JLUS products. The public comments should be documented and summarized into the draft and final reports. At this time, the

number and timing of the public workshops has not been identified. The consultant is expected to identify the proposed workshops and timing relevant to tasks described in this section titled Scope of Work. The consultant will also develop public media tools such as an informational pamphlet and a project –specific website.

The consultant will also assist in the development of a Technical Committee. The Technical Committee will be the “working group” for this NAS Lemoore JLUS effort and will provide information to the elected official JLUS Policy Committee for approval. At a minimum, the Technical Committee will consist of representatives from the City of Lemoore, County of Fresno, County of Kings, KCAG, and NAS Lemoore. Several other key stakeholders should also be included and may include local businesses, land owners, resource conservation organizations, the development community, the Kings County Farm Bureau, Caltrans, West Hills Lemoore Community College, and others. Smaller working groups may also be established throughout this NAS Lemoore JLUS effort to focus on specific topics as the need arises. The working groups will provide their findings to the Technical Committee.

Task 1 Deliverables:

- Public Participation Strategy (February 2010)
- Informational pamphlets and other media tools as suggested by the consultant (TBD)
- Design and host a JLUS website (TBD)
- Facilitate meetings and public workshops (As needed)
- Summarize comments and input from meetings and public workshops (As needed)
- Provide assistance in developing a JLUS Technical Committee (February 2010)

The estimated completion date for developing a public participation strategy and providing assistance in developing a JLUS Technical Committee is February 2010. The remaining deliverables in task 1 are either to be determined (TBD) or on an as needed basis.

2. Initial Mapping and Analysis

The consultant will be expected to work with the JLUS Technical Committee on defining the specific planning area that will be studied during the NAS Lemoore JLUS. In addition, the consultant will review the experiences of prior communities that have addressed land use compatibility issues relating to military installations and provide a summary of the best practices. The consultant will review the existing planning policies and regulatory framework of the surrounding jurisdictions. The consultant will also be tasked with reviewing the AICUZ study, day and night sound levels (Ldn) contour maps, and Accident Potential Zones (APZ) maps.

Task 2 Deliverables:

- Define the specific planning area
- Review prior JLUS and briefly summarize the best practices
- Collect and review the existing planning policies and regulations
- Review the anticipated AICUZ study, Ldn contour maps, and APZ data

The estimated completion date for task 2 deliverables is March 2010.

3. Conflict and Database Analysis

The consultant will analyze the current and proposed population data and land uses to include consideration of the maximum possible missions and related sound contour maps. Military growth objectives, the growth potential of the surrounding jurisdictions, and environmental resource promotion should also be examined. NAS Lemoore will assist the consultant in analyzing the projected future aircraft operations. The consultant will also work with NAS Lemoore to identify the current and future conflict locations and define the scale and scope of these zones considering sound contours and APZ maps. A summary and analysis should be prepared of the current planning policies and regulatory tools that may impact NAS Lemoore operations.

Task 3 Deliverables:

- Review and report on the population data and land use in consideration to existing and future missions and the associated noise contour maps
- Identify the growth potential of the municipalities in relation to the military growth objectives
- Analyze the potential future aircraft operations at NAS Lemoore
- Identify the current and future conflict locations/ zones considering relevant factors
- Summarize the current planning policies and regulations that may impact NAS Lemoore operations

The estimated completion date for task 3 deliverables is March 2010.

4. Analysis of Future Land Use Conflicts

The consultant will work closely with the JLUS Technical Committee in identifying and analyzing land use planning policies, zoning tools, strategies, and techniques that fairly allocate the land use impact mitigation with respect to NAS Lemoore, local jurisdictions, and private landowners.

Task 4 Deliverables:

- Analysis of existing land use planning policies and zoning tools
- Identify potential impact mitigations tools

The estimated completion date for task 4 deliverables is April 2010.

5. Changes to Regulatory Framework

The consultant will draft potential land use compatibility policies and regulatory strategies which will minimize land use conflicts and identify conflict reduction strategies in coordination with the Technical Committee.

Task 5 Deliverables:

- Draft potential land use policies and regulations
- Identify conflict reduction strategies

The estimate completion date for task 5 deliverables is May 2010.

6. Draft Report Development

The consultant will prepare an administrative draft report to be circulated internally that will include consideration of the specifications as indicated in this Request for Proposal and taking into account the most recent information available from NAS Lemoore such as the AICUZ 2010 study. Based on comments from the administrative draft report a draft report will be developed and circulated to the public for comments.

The administrative and draft plans will identify the proposed changes to the regulatory framework specific to land use policies, zoning, and other items as developed in the analysis tasks. Conflict reduction strategies will also be given consideration in the document.

The reports should also provide a summary of the public participation strategies, outcomes, and comments given during each of the public workshops and or meetings during the NAS Lemoore JLUS process. The consultant will be responsible for recording all comments on the draft report and include a summarization of the comments in the final document.

The NAS Lemoore JLUS report should give considerable attention to performance measures, future implementation strategies, and follow-up recommendations specific to each of the jurisdictions. As the goal of this JLUS effort is to have the City of Lemoore, County of Fresno, and County of Kings implement specifically tailored strategies as described in the JLUS report, the consultant should also provide guidance on how this can be accomplished.

Task 6 Deliverables:

- Prepare an administrative draft report for the NAS Lemoore JLUS
- Prepare a draft report including applicable comments from the administrative draft
- Summarize all comments on the draft plan to be included in the final report
- Consultant will present the draft report to the respective governing boards when scheduling allows
- Identify future performance measures, future implementation strategies, and follow-up recommendations specific to the jurisdictions

The estimated completion date for task 6 deliverables is July 2010.

7. Prepare Final Report

The consultant will prepare the final report based upon the comments and suggestions received on the draft document. All comments received on the draft document will be summarized and included in the final report. The consultant will also present the final report to the JLUS Policy Committee.

Task 7 Deliverables:

- Prepare a final report
- Present to the JLUS Policy Committee

The estimated completion date for task 7 deliverables is September 2010.

8. Present Final Report to Local Governing Bodies for Acceptance/ Adoption

The consultant will present the final NAS Lemoore JLUS Plan to the respective governing boards of the City of Lemoore, County of Fresno, County of Kings, and KCAG.

Task 8 Deliverables:

- Present the final report to the respective governing boards when scheduling allows

The estimated completion date for the task 8 deliverable is December 2010.

According to the Schedule of Reports provided to KCAG by the Office of Economic Adjustment for this JLUS effort, the final products and deliverables should be completed between September 1, 2010 and December 31, 2010. Please see each of the work tasks above for an estimated completion date.

AVAILABLE RESOURCES

The following background, resource, and reference information material is available for use by consultants for the preparation of the NAS Lemoore Joint Land Use Study.

Publications, Briefs, and Guidance:

- California Advisory Handbook for Community and Military Compatibility Planning (2006)
- City of Lemoore, General Plan
- County of Fresno, General Plan
- County of Kings, General Plan
- Joint Land Use Study Program Guidance Manual (2006)
- Naval Air Station Lemoore Air Installations Compatible Use Zones (2010)
- Naval Air Station Lemoore Economic Impact (2009)
- Naval Air Station Lemoore Military Influence Area (2008)
- Practical Guide to Compatible Civilian Development Near Military Installations (2005)

SCHEDULE/PROJECT TIMELINE

While many factors exist that may result in modifications to the overall schedule, Kings County Association of Governments anticipate the following schedule:

November 19, 2009	Release of RFP to Consultants
January 11, 2010	Deadline for Submittal of Proposals
January 12-19, 2010	Review Proposals - Finalists Selected for Interviews (as needed)
January 20-26, 2010	Consultant Interviews (as needed)
January 27, 2010	NAS Lemoore JLUS Policy Committee approve Consultant
January 27, 2010	KCAG Commission authorize Notice to Proceed with contract
January 27, 2010	Contract Awarded within 30 days from this date
TBD	Kickoff Meeting with Grant Stakeholders

CONTACT PERSON

Prospective proposers shall direct any questions concerning this project to:

Ms. Terri King, Executive Director
Kings County Association of Governments
339 W. D Street, Suite B
Lemoore, CA 93245
PH: (559) 582-3211, ext. 2678
FAX (559) 924-5632
Terri.King@co.kings.ca.us

PROPOSAL SUBMITTAL REQUIREMENTS

Proposers must submit five (5) hard copies and an electronic pdf file of their Statement of Qualifications and Proposal. Proposals should be addressed to the above KCAG contact person if delivered by mail or courier and must be received by KCAG no later than 5:00 p.m., Monday, January 11, 2010. KCAG has no authority to accept proposals submitted after the time and date. Postmarks, email submittals, and faxes will not be accepted in lieu of this requirement.

BUDGET

Proposers are requested to provide financial information and budget(s) in a sealed cost statement so that the proposals can be evaluated without the influence of cost. This RFP process will follow the requirements as detailed in 32CFR33.36, "Procurement", (d) (3) "Procurement by competitive proposals".

Reasonableness of cost will be considered in the scoring criteria as noted on page twelve (12) of this RFP document.

PROPOSAL EVALUATION AND CONSULTANT SELECTION

Proposals submitted by each consultant that meet the proposal requirements will be evaluated separately by a proposal review panel made up of planning staff from the City of Lemoore, County of Fresno, County of Kings, NAS Lemoore, KCAG, and others. The review panel will determine the necessity for oral interviews in the first phase of the proposal evaluations. The evaluation will be based on information provided in response to the RFQ/P and information provided by former clients for whom work of a similar scope has been done. Evaluation considerations include the following:

1. Responsiveness of the proposal in clearly stating the proposer's understanding of the NAS Lemoore JLUS work to be performed.
2. Cost, although a significant factor, may not be the dominant factor. Cost is particularly important when all the other evaluation criteria are relatively equal. A sealed cost statement is being requested. Please see the budget section above for additional information.

3. Approach to be followed and the tasks to be performed, including detailed steps, proposed schedule of work or timeframe, and milestones. At the completion of each task, the consultant and or representative(s) from the JLUS Technical Committee will present the summary or findings to the JLUS Policy Committee for approval.
4. Experience in prior Department of Defense Joint Land Use Studies.
5. Relative allocation of resources, in terms of quality and quantity, to key tasks, including the time and skills of personnel assigned to the task and the consultant's approach to managing resources and project output.
6. Past performance of the proposer on work previously performed for similar projects and governmental agencies.

KCAG reserves the right to select a consultant based solely on the written proposals and not convene oral interviews. If oral interviews are needed, the top consulting firms will be invited to make a formal presentation to a selection committee in the second phase of the proposal evaluations. Interviews will take place between January 20- 26. At the oral interviews, proposers will be requested to make a formal presentation. A maximum of thirty (30) minutes will be made available to the consultant to present the firm's qualifications and approach to the project.

Proposals submitted by each proposer shall be evaluated separately based on how well each proposal meets the criteria listed below:

<u>CRITERIA</u>	<u>POINTS</u>
<u>Proposal Content</u>	
Comprehension of RFQ/P Project.....	10
Thoroughness of Proposal	20
Meeting Objectives of RFP	20
<u>Consultant Qualifications</u>	
Prior Experience and Expertise with JLUS projects.....	25
Qualifications of Staff	15
<u>Cost</u>	
Reasonableness of Cost.....	10
<u>Total</u>	100

PROPOSAL CONTENT AND ORGANIZATION

Proposals should meet the stated requirements and propose the best methods to accomplish the work. The organization of proposals should follow the general outline below:

1. Transmittal Letter and Signature

The transmittal letter should include the name, title, address, email address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the proposer and who may be contacted during the period of proposal evaluation. The letter should include a brief overview of the consulting firm(s), including location, size and expertise. The letter shall also contain a statement to the effect that the proposal is a firm offer for a 90-day period. Only one transmittal letter need be prepared to accompany all copies of the proposal.

2. Title Page

Indicate RFQ/P subject, name of proposer's firm, local address, email address, phone number, name of contact person, and date of proposal. This information must also be identified for all partnering agencies and sub-consultants.

3. Table of Contents

A listing of the major sections in the proposal and the associated page numbers.

4. Understanding of the Project

The proposal should include a brief narrative introducing the proposer's understanding of the NAS Lemoore JLUS project requirements. The contents of this section are to be determined by the particular respondent, but should demonstrate an understanding of the unique characteristics of this Department of Defense Joint Land Use Study and the requirements of the project in the scope of work contained in the RFQ/P.

5. Project Approach

The proposer shall describe the overall approach to the project, specific public participation techniques that may be used, and the specific administrative and operational management expertise that will be employed.

6. Schedule of Tasks

The proposal shall contain a detailed schedule identifying major tasks to be undertaken to conduct the work, time frame for each task, and milestones.

7. Project Management

Prospective consultants shall designate by name the project manager to be employed. The selected consultant shall not cause substitution of the project manager without prior approval by the Executive Director of KCAG.

8. Project Personnel

The prospective consultant shall describe the qualifications of all professional personnel who will be assigned to the project, including a summary of similar work or studies performed, a resume for each professional, a statement indicating how many hours each professional will be assigned to the contract and what tasks each professional will perform. The contractor shall not cause members of the project team to be substituted without prior approval of by the Executive Director of KCAG.

9. Subcontractors

If any subcontractors are to be used, prospective consultants shall submit a description of each person or firm and the work to be done by each subconsultant. The cost of the subcontract work is to be itemized in the cost proposal.

10. Consultant Qualifications and References

The prospective consultants shall provide project manager names, addresses, email information, and telephone numbers of at least two clients/ agencies for whom the prospective consultant has performed a Department of Defense Joint Land Use Study of similar complexity to that proposed in the RFP. A summary statement for each study shall also be included.

11. Knowledge and Understanding of Department of Defense Joint Land Use Studies

Describe the consultant's prior experience with Department of Defense Joint Land Use Studies and the proposed approach for interfacing with the various jurisdictions.

12. Project Costs

The prospective consultant shall prepare a detailed cost proposal for the work to be performed to be provided in a sealed cost statement. The cost proposal shall itemize all items that will be charged to KCAG. Costs shall be segregated to show actual salary costs including hours, rates, classifications, administrative and overhead rates, and direct and indirect expenses.

If subcontractors are to be used, the prospective consultant must indicate any markup that the prospective consultant plans to take on subcontractors. The same breakdown of subcontract costs shall be provided as is required for contractor costs above.

13. Insurance

Without limiting KCAG's right to obtain indemnification from the selected consultant firm (Hereinafter "CONTRACTOR") or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and affect the following insurance policies throughout the term of the contract:

- a. Comprehensive general liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Comprehensive general liability insurance policies shall name KCAG, their officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under the terms of the contract are concerned. Such coverage for additional insured shall apply as primary insurance or self-insurance and any other insurance, maintained by KCAG, their officers, agents, and employees, shall be given excess only and not contributing with insurance provided under the CONTRACTOR'S policies herein.
- b. Comprehensive automobile liability insurance with limits for bodily injury of not less than \$25,000 per person, \$250,000 per accident and for property damages of not less than \$50,000, or such coverage with a combined single limit of \$250,000.
- c. Professional liability insurance of at least \$1,000,000.
- d. Worker's compensation insurance as required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days advance written notice given to KCAG. CONTRACTOR shall provide certification of said insurance to KCAG within twenty-one (21) days of the date of the execution of the contract. Such certification shall show, to KCAG's satisfaction, that such insurance coverages have been obtained and are in full force; that KCAG, their officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names KCAG, their officers, agents and employees individually and collectively as additional insured (comprehensive and general liability only), but only insofar as the operations under the contract are concerned, that such coverage for additional insured shall apply as primary insurance and any other insurance, or self insurance, maintained by KCAG, their officer, agents, and employees, shall be excess only and not contributing with insurance provided under the CONTRACTOR's policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to KCAG.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, KCAG may, in addition to other remedies it may have, suspend or terminate the contract upon the occurrence of such event.

MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

Any proposal received prior to the date and time specified above may be withdrawn or modified (prior to the final submission date) by written request of the consultant. All verbal modifications of these conditions or provisions are void as ineffective for proposal evaluation purposes. Only written changes submitted to the Executive Director of KCAG are authorized and binding.

REJECTION OF PROPOSALS

Failure to meet the requirements of the RFQ/P will be cause for rejection of the proposal. KCAG may reject any proposal if it is conditional, incomplete, contains irregularities, or has inordinately high costs. KCAG reserves the right to reject any and all proposals without cause. KCAG may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the RFQ/P's documents or excise the proposer from full compliance with the contract requirements, if the proposer is awarded the contract.

CONTRACT AWARD

The selected consultant will enter into a contract with KCAG. The official selection of the consultant will be made by the NAS Lemoore JLUS Policy Committee at its January 27, 2010 meeting. The execution of the contract and notice to proceed shall take place within 30 days from this date.

DISADVANTAGED BUSINESS ENTERPRISES

As stated in 32CFR33.36 “Procurement” (b) “Procurement standards”, grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section. As KCAG receives federal financial assistance from the U.S. Department of Transportation, the below standardized language is included in all RFPs released by this agency. There will be no points awarded in the scoring process in reference to the Disadvantaged Business Enterprise program as detailed below in this section.

KCAG has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 Code of Federal Regulations (CFR) Part 26. KCAG has received federal financial assistance from the DOT and as a condition of receiving this assistance, KCAG will sign an assurance that it will comply with 49 CFR Part 26.

It is the policy of KCAG to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

- To ensure non-discrimination in the award and administration of DOT assisted contracts;
- To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards and are registered with the State of California as DBE's are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the prospective contractor is DBE certified, proof that the company has been certified shall be included in the proposal. Certification will be from an agency authorized Administration, State of California, National Economic Development Administration, etc.

Contract Assurance

KCAG ensures that the following clause is placed in every DOT-assisted contract and subcontract:

A prime contractor or subcontractor shall pay a sub contractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless, a longer period is agreed to in writing. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30 days of receipt of each payment may take place only for good cause and with the agency's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

Prompt Payment

KCAG ensures that the following clauses or equivalent will be included in each DOT-assisted prime contract:

Satisfactory Performance

A prime contractor or subcontractor shall pay a subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless, a longer period is agreed to in writing. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30 days of receipt of each payment may take place only for good cause and with the agency's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

Release of Retainage

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days

after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

PAYMENT SCHEDULE

The consultant will be paid based on work actually performed during the preceding month. The consultant should forward a copy of all invoices for payment for work performed and associated expenses, including salaries and overhead, travel, printing costs, postage, telephone, etc., by the 10th day of each month. KCAG will withhold ten percent (10%) of the payments due until the successful completion of the project and the delivery and acceptance of all final products by the KCAG Commission.