

Attachment 2

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COUNTY OF MONTEREY
HOUSING AND COMMUNITY DEVELOPMENT
1441 SCHILLING PLACE, SOUTH 2nd Floor
SALINAS, CA 93901-4527
(831) 755-5025

REQUEST FOR PROPOSALS

#10840

FOR
PROGRAMMATIC ENVIRONMENTAL
IMPACT REPORT (EIR) FOR OUTDOOR
COMMERCIAL CANNABIS PILOT
PROGRAM OPERATORS
FOR THE COUNTY OF MONTEREY

Qualifications are due by 3:00 p.m. (PST) on June 3, 2022

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey Housing and Community Development (HCD) Department (“County”) is seeking proposal packages from all firms (“CONTRACTOR”) that are interested in conducting a programmatic-level environmental analysis, pursuant to the California Environmental Quality Act (CEQA), related to outdoor cannabis cultivation within a portion of Supervisorial District 5 of Monterey County (Big Sur, Carmel Valley and Cachagua). The programmatic-level review would expedite the site-specific application process by streamlining project-level environmental reviews and timelines.
- 1.2 Hire a consultant to conduct an environmental review and prepare the necessary environmental documentation pursuant to CEQA related to the existing County Ordinances that allow outdoor commercial cannabis cultivation on certain property within the County of Monterey.
- 1.3 This solicitation is intended to result in an exclusive County Professional Services Agreement.

2.0 BACKGROUND

- 2.1 The County of Monterey is on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles.
- 2.2 On June 18, 2019, the Board of Supervisors adopted Ordinance Nos. 5311 and 5312 to add Chapters 20.69 and 21.69 to the Monterey County Code. Those Chapters established a five-year pilot program for outdoor commercial cultivation and related activities in certain coastal and inland unincorporated areas. The Coastal Commission certified Ordinance No. 5312 on September 27, 2019.
- 2.3 Ordinance Nos. 5311 and 5312 were exempt from the California Environmental Quality Act (“CEQA”) pursuant to Business and Professions Code section 26055(h), which exempted, prior to July 1, 2021, local agency ordinances requiring discretionary review and approval of permits, including applicable environmental review under CEQA, to engage in commercial cannabis activity.
- 2.4 To streamline the processing of project-level outdoor cannabis projects, the County seeks preparation of a programmatic-level environmental review pursuant to CEQA.

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3.0 CALENDAR OF EVENTS

3.1	Issue RFP	April 21, 2022
3.2	Deadline for Written Questions	3:00 p.m., PST, May 6, 2022
3.3	Proposal Submittal Deadline	3:00 p.m., PST, June 3, 2022
3.4	Estimated Notification of Selection	July 2022
3.5	Estimated AGREEMENT Date	July 2022

This schedule is subject to change as necessary.

- 3.6 **FUTURE ADDENDA**: CONTRACTORS who received notification of this solicitation by means other than through a County of Monterey mailing shall contact the person designated in the COUNTY POINT OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date.

IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ALL ADDENDA FOR THIS RFP by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at <https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/solicitation-center>. Addenda will be posted on the website the day they are released.

4.0 COUNTY POINT OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact: **Erik V. Lundquist, AICP, Director**
 1441 Schilling Place, South 2nd Floor
 Salinas, CA 93901-4527
 Phone: (831) 755-5154
 Email: lundquiste@co.monterey.ca.us

Copy: **Kathy Nielsen, Management Analyst II**
 1441 Schilling Place, South 2nd Floor
 Salinas, CA 93901-4527
 Phone: (831) 755-4832
 Email: nielsenk@co.monterey.ca.us

- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail is acceptable and encouraged). The questions will be researched, and the answers will be communicated to all known interested CONTRACTORS after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.

- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF WORK

- 5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with their own organization work amounting to not less than 50% of the original total AGREEMENT price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interests or obligations in this AGREEMENT without the prior written consent of County.
- 5.2 CONTRACTOR shall complete environmental analysis related to the County's adopted ordinances related to outdoor commercial cannabis cultivation. Proposals must describe and address how the California Environmental Quality Act (CEQA) requirements will be met and how the Tasks listed below will be accomplished within a strict timeline. The timeline must reflect the tasks required pursuant to CEQA. Additional or optional tasks may be included, and creative approaches are welcome. The final scope of work will be subject to refinement and mutual agreement following the project's launch and further discussion.
- 5.3 The SCOPE OF WORK includes but is not limited to:
 - 5.3.1 The proposed project shall comply with CEQA requirements . The County will serve as the CEQA lead agency and will administer the project contract.
 - 5.3.2 The environmental scope of work includes conducting analyses, investigations, surveys, and technical studies related to the preparation of the appropriate level of CEQA documentation for the project. CONTRACTOR's environmental team will prepare an administrative draft Initial Study (IS) to identify, and determine the extent of, potentially significant environmental impacts resulting from the PROJECT.
 - 5.3.3 The CEQA documentation for this project is assumed to be a Programmatic Environmental Impact Report (EIR). As part of EIR preparation, CONTRACTOR shall prepare Technical Memoranda for the following resource areas: traffic and transportation including VMT analysis, air quality and greenhouse gas emissions, hazards and hazardous materials, noise and vibration, public services and utilities (including a water supply study), geology and soils (septic systems), and aesthetics. The Technical Memoranda will be included as appendices to the EIR. For preparation of the EIR, CONTRACTOR's

environmental team will collect data in those areas in which current data are not available, are not valid, or are insufficient for a thorough analysis of potential impacts. The team will evaluate and document the likely environmental impacts resulting from project implementation.

Environmental analysis by resource topics is identified as follows:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population, Housing, and Employment
- Public Services
- Recreation
- Transportation/Traffic
- Tribal Cultural Resources
- Utility and Service Systems
- Wildfire

5.3.4 The EIR shall be prepared in the required format and shall include each discussion section as mandated under the provisions of the California Environmental Quality Act (Division 13, section 21000 et seq. of the California Public Resources Code), State CEQA Guidelines (Title 14, Chapter 3, section 15000 et seq. of the California Code of Regulations).

5.3.5 The EIR shall be formatted and organized as follows:

1. Introduction
2. Executive Summary
3. Background
4. Project Description
5. Environmental and Regulatory Setting, Impacts and Mitigation Measures
6. Effects Found not to be Significant or Less than Significant with Mitigation Measures
7. Cumulative Impacts
8. Other CEQA-Required Sections
9. Alternatives
10. Consultation and Coordination

11. EIR Preparers
12. References
13. Technical Appendices

5.3.6 The PROJECT is anticipated to be completed within a strict timeline. The CEQA documentation for the PROJECT will begin in May 2022 and is expected to be completed by approximately March 2023.

5.4 The SCOPE OF WORK includes but is not limited to the following Tasks:

Task 1 - Project Kick-Off Meeting

CONTRACTOR shall coordinate and attend a project kick-off meeting with County staff.

Task 2 - Review of County Documents and Data Collection

CONTRACTOR shall review the draft Ordinances, the 2010 General Plan, 1982 General Plan, certified local coastal land use plans, the Zoning Code, and other relevant documents required for Environmental Analysis. CONTRACTOR shall coordinate with County staff and those of any other relevant agency/ies for data collection.

Task 3 - Preparation of CEQA Documents

CONTRACTOR shall prepare the Notice of Preparation (NOP), Notice of Completion (NOC), Notice of Availability (NOA), and Notice of Determination (NOD) within statutory and/or regulatory timeframes. CONTRACTOR shall coordinate with County staff to mail the CEQA Notices to public agencies and the State Clearinghouse, including filing any documents with the County Clerk's office and OPR, as appropriate.

Task 4 - Project Management

CONTRACTOR shall provide ongoing project management, including coordination with subconsultants, County staff, other County consultants, and outside regulatory agencies that would be involved throughout the process. CONTRACTOR shall prepare for, and attend, all meetings with County staff and other agencies, as well as prepare meeting agenda and minutes for County review.

Task 5 - Technical Studies

CONTRACTOR shall perform Technical Surveys and prepare Technical Memoranda based on survey results and data collection for, but not limited to, traffic and transportation, geology and soils, air quality and greenhouse gas emissions, noise and vibration, public services and utilities, water supply, and any other category of environmental review as relevant and as outlined above.

Task 6 - Attend and present at Planning Commission and Board Meetings

CONTRACTOR shall prepare the staff report and presentations for up to one Public Scoping meeting, shall prepare the relevant CEQA findings for inclusion in the staff reports and Ordinances, and attend up to five Planning Commission and Board of Supervisors meetings to support the information, analysis, findings, and recommendations contained in the environmental document.

Task 7 - Administrative Draft EIR (ADEIR)

CONTRACTOR shall prepare an ADEIR for review by the County, incorporating appropriate technical studies. CONTRACTOR shall revise the ADEIR as necessary to respond to County comments.

- Deliverables: Three hard copies and one electronic copy of the ADEIR shall be provided.

Task 8 - Response to County Staff Comments (RTC)

CONTRACTOR shall prepare a document that includes responses and modifications resulting from staff comments on the Administrative Draft EIR.

- Deliverables: One hard copy and one electronic copy of the RTC shall be provided.

Task 9 - Draft EIR and Mitigation Monitoring and Reporting Plan (MMRP)

CONTRACTOR shall prepare a Draft EIR, supported by Technical Studies and pertinent environmental review information. The Draft MMRP shall be included in the Draft EIR. The Draft EIR shall be distributed to designated repositories, agencies, the State Clearinghouse, and any interested member(s) of the public for review.

- Deliverables: Ten hard copies and one electronic copy of the Draft EIR shall be provided. Additional hard copies shall be delivered to the State Clearinghouse.

Task 10 - Final EIR

CONTRACTOR shall prepare a document consisting of the Draft EIR with proposed revisions incorporated, responses to comments received on the Draft EIR received during the public review period, and responses to those comments, including any modifications to the document itself as a result of comments received during the public comment period (the Final EIR). In conformance with CEQA Guidelines section 15088, if the responses to comments make important changes in the information contained in the text of the Draft EIR, the CONTRACTOR shall highlight the revisions directly in the text of the EIR.

- Deliverables: Up to 15 hard copies and one electronic copy of the Final EIR shall be provided.

- 5.5 Capability in meetings, established project deadlines, and performing within an established budget.
- 5.6 Ability to respond in a timely manner to unanticipated issues and meetings.
- 5.7 Willingness to comply with County provisions set forth in the COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS (MORE THAN \$100,000) located at: [http://www2.co.monterey.ca.us/cao/pdfs/PSA_DesignProf_over\\$100k.pdf](http://www2.co.monterey.ca.us/cao/pdfs/PSA_DesignProf_over$100k.pdf)

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT will be three years with the option to extend the AGREEMENT for two additional one-year period(s), for a total maximum term of five years.
 - 6.1.1 County is not required to state a reason if it elects not to renew.
- 6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of 90 days prior to the expiration of the AGREEMENT.
 - 6.2.1 Both parties shall agree upon rate extension(s) or changes in writing.

- 6.3 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a 30-day written notice, or immediately with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

- 7.1 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.2 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.
- 7.3 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security.
 - 7.3.1 A California licensed Investigator must perform the required State level criminal background check(s), which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.
 - 7.3.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).
 - 7.3.3 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff’s facilities.

8.0 PROPOSAL PACKAGE REQUIREMENTS

- 8.1 CONTENT AND LAYOUT:
 - 8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal or qualifications package shall be organized as per the table below; headings and section numbering utilized in the proposal or qualifications package shall be the same as those identified in the table. Proposals or qualifications packages shall include, at a minimum, but not be limited to, the following information in the format indicated:

<u>Proposal Layout</u>	
Organize and Number Sections as Follows:	
Section 1	Cover Letter (including firm and contact information)
	RFP Signature Page
	Receipt of Signed Addenda (if any)
	Table of Contents
Section 2	Proposed Approach for Meeting Scope of Work Described in Section 5.0

Section 3	Key Staff, Project Experience and References
Section 4	Cost Estimate and Fee Schedule (submit in separate envelope)
Section 5	Pre-Qualifications/Licensing Requirements
Section 6	Environmentally Friendly Practices
Section 7	Exceptions
Section 8	Appendix

Section 1 - Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages and firm and contact information as follows:

- **Firm Information:** Description of the type of organization (e.g., corporation, partnership, including joint venture teams and subcontractors) and number of years in existence. Indicate any planned or anticipated changes in business organization or operations, such as dissolution, winding-up, merger, etc., that may bear on CONTRACTOR's ability to complete services in accordance with the AGREEMENT.
- **Contact Information:** The name, address, telephone number, email, and fax of CONTRACTOR's primary contact person during the solicitation process through to potential AGREEMENT award.

Litigation History: Provide a description of litigation to which your firm has been a party to in the past five years. Please include the following details:

- Name of Case
- Case Number
- Date Filed
- Court in which Filed
- Judgment or Result

Signed RFP Signature Page and Signed Addenda (if any addenda were released for this solicitation). Proposal packages submitted without this page will be deemed non-responsive. The Proposal Signature Page may be signed digitally or manually. If manually signed, BLUE ink is required and must be included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

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Section 2 – Proposed Approach for Meeting Scope of Work Described in Section 5.0

- Approach and methods to completing the work described in Section 5.0 of this RFP;
- Approach to working with County staff and County community members;
- Identify sub-consultants, if any, your firm proposes to use to provide the services as outlined in this RFP;

- Describe your schedule management approach to ensure deliverables are timely completed ;
- Provide a schedule and include deadlines for each deliverable;
- Describe your cost management approach for tight budgets, and
- Describe any other project management or implementation strategies or techniques that you intend to employ in carrying out the services requested.

Section 3 – Key Staff, Project Experience and References:

Organizational Chart of Proposed Team: CONTRACTOR shall attach firm’s organizational chart. The chart should show the names and roles of all key personnel and the firm they are associated with if they are a sub-contractor. The chart should provide a clear picture of the working relationship between all key personnel on the proposed team.

Resumé(s) of Key Staff: CONTRACTOR shall provide resumé(s) for each key person on the proposed team. County also will be checking that assigned staff has appropriate licenses, registrations, and certifications to provide tasks listed in the Scope of Work and that some or all the team members (firms) have previously worked together on similar projects.

Experience and References: CONTRACTOR shall describe its experience, including length of time, it has provided the services requested in this solicitation.

CONTRACTOR shall provide a minimum of three references demonstrating relevant experience for which it provided similar services (preferably in the State of California and for a local government agency) to the scope of work described herein within the last five years. Information provided should include at a minimum:

- Client name and contact information;
- Project name (if applicable), and
- Project description, implementation details, and level of success.

Section 4 – Cost Estimate and Fee Schedule (submit in a separate envelope):

Cost Estimate: CONTRACTOR shall provide a cost estimate for the service described in Section 5.0 of this RFP.

Fee Schedule: CONTRACTOR shall submit a fee schedule, including staff positions/titles, hourly rates for the initial three-year term of the AGREEMENT, list of reimbursable items, and estimated costs. All applicable tax shall be included as a separate line item.

Section 5 - Pre-Qualifications/Licensing Requirements:

Pre-Qualifications Requirements: CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications, insurance, and licensing requirements as set forth in the County AGREEMENT, which may be viewed on the link provided SAMPLE AGREEMENT SECTION of this RFP.

Licensing Requirements: CONTRACTOR must acknowledge in writing its compliance with all laws governing the services as described within RFP #10840 and that it meets all governmental licensing requirements.

CONTRACTOR shall possess all permits, licenses, and professional credentials necessary to supply products, and the ability to deploy devices and perform services as specified under RFP #10840.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR, or any business organization which owns or operates as CONTRACTOR, from any public agency for the last five years.

Section 6 - Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices to which it adheres while doing business as relevant to County’s Climate-Friendly Purchasing Policy at: <https://www.co.monterey.ca.us/home/showpublisheddocument/22305/636241459023900000>. CONTRACTOR shall indicate whether it is a ‘Green Certified’ business and state which governing authority administered the certification.

Section 7 - Exceptions:

Submit all exceptions to this solicitation on separate pages and clearly identify the top of each page with “EXCEPTION TO COUNTY RFP #10840.” Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 8 - Appendix:

CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package and include such information in an Appendix section.

8.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” the submitted proposal package shall adhere to the following:

- 8.2.1 Five sets of the proposal package (one original proposal marked “Original” plus four copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the submitting company name and reference to “RFP #10840.” In addition, submit one electronic version of the entire proposal package on a USB memory stick. Additional copies may be requested by County at its discretion.
- 8.2.2 Proposal packages shall be prepared on 8½ x 11-inch paper, preferably bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.

- 8.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
 - 8.2.4 CONTRACTOR shall not use white-out or similar correction products to make late changes to their proposal package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
 - 8.2.5 To validate your proposal package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposal packages submitted without that page will be deemed non-responsive. The Proposal Signature Page may be signed digitally or manually. If manually signed, BLUE ink is required and must be included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.
- 8.3 **CONFIDENTIAL OR PROPRIETARY CONTENT**: All proposals become the property of the County, which is a public agency subject to disclosure requirements of the California Public Records Act (“CPRA”). If Contractor proprietary information is contained in documents submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. Should the County receive a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Monterey County before the County’s deadline for responding to the CPRA request. If Contractor fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information. Contractor further agrees that it shall defend, indemnify, and hold County harmless against any claim, action, or litigation (including but not limited to all judgments, costs, fees, and attorney’s fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

9.0 SELECTION CRITERIA

- 9.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate qualifications with respect to the selection criteria. The absence of required information may cause the Qualifications to be deemed non-responsive and may be cause for rejection.
- 9.2 The selection criteria include the following:
 - 9.2.1 CONTRACTOR’s demonstrated understanding of the services and product required as described within this RFP #10840, quality, and thoroughness of the proposal.

- 9.2.2 CONTRACTOR's professional qualifications based on the firm's personnel proposed for these services. County is interested in the firm's history of successful projects, and specifically in the background and ability of the proposed personnel.
- 9.2.3 CONTRACTOR's demonstrated related project experience.
- 9.2.4 CONTRACTOR's record of safety and regulatory compliance.
- 9.2.5 CONTRACTOR's demonstrated ability to perform work efficiently for similar clients.
- 9.2.6 CONTRACTOR's history of reliable, prompt, and thorough services.
- 9.2.7 Ability of CONTRACTOR to provide services at competitive rates.
- 9.2.8 CONTRACTOR's compliance with all County requirements, including insurance and indemnification requirements, as detailed within RFP #10840 and in the Sample Agreement.
- 9.2.9 CONTRACTOR's sustained industry reputation for customer satisfaction in quality of service, in resolving service problems, and providing customer support as necessary.

9.3 The selection criteria include the following: **(100 points total)**

CRITERIA	POINT VALUE
Understanding of services and work required	25
Experience of the firm performing similar projects under contract to public agencies	25
Professional qualifications of staff	20
Quality and thoroughness of the proposal package	10
Familiarity with local and State policies and procedures	10
Pricing	5
Adherence to County's Climate-Friendly Purchasing Policy	5
TOTAL	100

- 9.4 AGREEMENT award will not be based on cost alone.
- 9.5 At the County's request, CONTRACTOR shall afford the County an opportunity to inspect CONTRACTOR's equipment prior to award of the AGREEMENT.
- 9.6 The award resulting from this RFP will be made to the CONTRACTOR that submits a response that, in the sole opinion of the County, best serves the overall interest of the County.
- 9.7 The award made from this RFP may be subject to approval by the County Board of Supervisors.

10.0 SUBMITTAL INSTRUCTIONS AND CONDITIONS

- 10.1 Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSALS OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10840 and CONTRACTOR'S COMPANY NAME.**
- 10.2 Mailing Address: Proposal or qualifications packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 10.3 Due Date: Proposal or qualifications packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal or qualifications package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 10.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.
- 10.5 Acceptance: Proposals are subject to County acceptance at any time within 90 days after proposal due date. Monterey County reserves the right to reject all proposal or qualifications packages, or part of any proposal or qualifications package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal or qualifications package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 10.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a proposal or qualifications package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid."
- 10.7 Compliance: Proposal or qualifications packages that do not follow the format, content, and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores and/or be deemed non-responsive.
- 10.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973.

11.0 PRICING

- 11.1 CONTRACTOR will submit a **Cost Estimate and Fee Schedule** for the provision of services as outlined within this RFP.

- 11.2 CONTRACTOR prices stated the **Cost Estimate and Fee Schedule** shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial three-year term of the AGREEMENT.

12.0 CONTRACT AWARDS

- 12.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT resulting from this solicitation.
- 12.2 Board of Supervisors: The award made from this solicitation may be subject to approval by the County Board of Supervisors.
- 12.3 Interview: County reserves the right to interview selected CONTRACTOR(s) before an AGREEMENT is awarded. The costs of attending any interview are the CONTRACTOR's responsibility.
- 12.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 12.5 Notification: All CONTRACTORS who have submitted a Proposal Package will be notified of the final decision as soon as it has been determined.
- 12.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

13.0 SEQUENTIAL CONTRACT NEGOTIATION

County will pursue contract negotiations with the CONTRACTOR who submits the best Proposal or is deemed the most qualified in the sole opinion of County, and which Proposal best satisfies the criteria described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

14.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by the Office of the County Counsel, similar to the County Professional Services Agreement (PSA) referenced in Section 19 "**SAMPLE AGREEMENT SECTION**" herein. Submission of a signed bid/proposal and the **SIGNATURE**

PAGE will be interpreted to mean **CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS** set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT SECTION** herein. County may but is not required to consider including language from the **CONTRACTOR’s** proposed **AGREEMENT**, and any such submission shall be included in the **EXCEPTIONS** section of **CONTRACTOR’s** proposal.

15.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would provide an unfair advantage of one applicant over another.

16.0 RIGHTS TO PERTINENT MATERIALS

Any proprietary information in the submittal must be identified as such and marked “**CONFIDENTIAL INFORMATION**” or “**PROPRIETARY INFORMATION**,” in conformity with the specific requirements set forth in Section 8.3 above. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential. As a California government entity, the County is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary. County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

17.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if **CONTRACTOR** agrees to extend the same prices, terms, and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: ____ Yes ____ No. **CONTRACTOR’s** response to this question will not be considered in award of the **AGREEMENT** resulting from this solicitation. If **CONTRACTOR** extends the prices, terms, and conditions of their proposal to other public agencies, any resulting agreement shall be between **CONTRACTOR** and the other public agencies. County shall bear no responsibility or liability for any agreements between **CONTRACTOR** and the other public agencies.

18.0 INSURANCE REQUIREMENTS

18.1 Evidence of Coverage:

- 18.1.1 Prior to commencement of an **AGREEMENT**, **CONTRACTOR** shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall

accompany the certificate. In addition, CONTRACTOR, upon request, shall provide a certified copy of the policy or policies.

18.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

18.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Contracts/Purchasing Officer.

18.3 Insurance Coverage Requirements:

18.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (ii) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under an AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- (iv) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of an AGREEMENT.

18.4 Other Insurance Requirements:

- 18.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.
- 18.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 18.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 18.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.
- 18.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and

CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

19.0 SAMPLE AGREEMENT SECTION

The COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS (MORE THAN \$100,000) with all terms and conditions may be viewed at:

[http://www2.co.monterey.ca.us/cao/pdfs/PSA_DesignProf_over\\$100k.pdf](http://www2.co.monterey.ca.us/cao/pdfs/PSA_DesignProf_over$100k.pdf)

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SIGNATURE PAGE

COUNTY OF MONTEREY
HOUSING AND COMMUNITY DEVELOPMENT

RFP # **10840**
ISSUE DATE: April 21, 2022



RFP TITLE: PROGRAMMATIC EIR FOR OUTDOOR CANNABIS CULTIVATION

QUALIFICATIONS ARE DUE TO THE HOUSING AND
COMMUNITY DEVELOPMENT DEPARTMENT BY

3:00 P.M., LOCAL TIME, ON June 3, 2022

MAILING ADDRESS:

COUNTY OF MONTEREY
HOUSING & COMMUNITY DEVELOPMENT
1441 SCHILLING PLACE, SOUTH 2ND FLOOR
SALINAS, CA 93901-4527

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
ERIK LUNDQUIST, DIRECTOR, lundquiste@co.monterey.ca.us, (831) 755-5154
Copy to Kathy Nielsen, MAIL, nielsenk@co.monterey.ca.us, (831) 755-4832

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (one original, one electronic, plus 4 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL.

I hereby agree to furnish the articles and/or services stipulated in my qualifications at the price quoted, subject to the instructions and conditions in the RFP package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this qualification package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone Number (with Area Code): _____ Fax (with Area Code): _____

Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

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