



**COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
1488 SCHILLING PLACE
SALINAS, CA 93901
(831) 755-4990**

**REQUEST FOR PROPOSALS
#10650**

**For
INCLUSIONARY HOUSING ORDINANCE**

Proposals are due by 3:00 pm (PST) on FEBRUARY 23, 2018

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ATTACHMENT A: PRICING SHEET **Error! Bookmark not defined.**

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 It is the intent of this Request for Proposal (RFP) to solicit proposals from qualified CONTRACTOR(s) with experience in affordable housing development, market-rate economics, and municipal inclusionary housing ordinances to assist the County in preparing an amendment to the County's Inclusionary Housing Program, including a nexus study to validate in-lieu fees that may be assessed as an alternative to constructing inclusionary units and/or for partial inclusionary units for the County of Monterey.
- 1.2 This solicitation is intended to create an exclusive service AGREEMENT.

2.0 BACKGROUND

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles. There are approximately 75 County buildings throughout Monterey County which may require services. Building and property locations include but are not limited to Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far reaching in the South County as the San Luis Obispo County border.
- 2.2 The County first adopted an Inclusionary Housing Ordinance (the "Ordinance") in 1980 for new residential development and/or subdivision of land for residential development. Over the last 37-years, the Ordinance has been amended eight (8) times to address a variety of policy and market conditions. The most recent revision was adopted by the Monterey County Board of Supervisors on April 26, 2011. The current Ordinance requires that all new residential development of three or more units or lots set-aside eight (8) percent of the total units for moderate-income households; six (6) percent of the total units for low-income households; and, six (6) percent of the total units for very-low income households. The Ordinance contains exceptions for owner-occupied units and allows development and/or subdivisions for three or four units/lots to satisfy their obligation through payment of an in-lieu fee.
- 2.3 The Ordinance prescribed County policy for affordable housing. However, it did not include instructions for administration to allow more flexibility in implementing the Ordinance, and instead called for Board of Supervisors to adopt program guidelines. In May 2003, the Board of Supervisors adopted the Inclusionary Housing Program Administrative Manual (the "Manual"), which provides further guidance and detail to the Ordinance. The Ordinance is included in Title 18 (Buildings & Construction) Chapter 18.40 (Inclusionary Housing) of the Monterey County Code.
- 2.4 On October 26, 2010, the Monterey County Board of Supervisors adopted the 2010 Monterey County General Plan (the "GP"). The 2010 GP governs land use in the inland

areas of the County. Development within the Coastal Zone is governed by one of four Land Use Plans. The GP made several changes to the Inclusionary Housing program that have not been reflected in either the Ordinance or the Manual. Among the most significant changes include the establishment of Community Areas, Rural Centers and Affordable Housing Overlay Districts which establish different ratios for providing inclusionary and affordable housing and adding workforce 1 and workforce 2 levels of affordability to the requirement. The basic requirement for providing inclusionary housing retains the current 6/6/8% requirement and requires that an additional five (5) percent of the total units be reserved for Workforce 1 income households for a total inclusionary obligation equal to 25% of the total units/lots be dedicated as inclusionary housing.

- 2.5 Project review is conducted by 11 Land Use Advisory Committees (LUAC) and two Neighborhood Design Review Committees (NDRC). Each LUAC or NDRC covers a specific planning area or community within the County. The planning areas and design review communities are: Big Sur, Cachagua, Carmel Unincorporated/Highlands, Carmel Valley, Castroville, Chualar Neighborhood Design Review, Del Monte Forest, Greater Monterey Peninsula, North County, South Coast, South County, Spreckels Neighborhood Design Review, and Toro.
- 2.6 In addition to the existing documents, the County is participating in the preparation of two focused housing documents. In February 2017, the Board of Supervisors agreed to work with the cities of Gonzales, Greenfield, King City and Soledad and Santa Cruz County to conduct a Regional Farmworker Housing Needs Study and Action Plan. In April 2017, the County (including Gonzales, Greenfield, and Sand City as participants in the Community Development Block Grant [CDBG]) entered into a cooperative agreement with the cities of Monterey, Salinas, and Seaside to prepare a regional Assessment of Fair Housing in response to the U.S. Department of Housing and Urban Development's regulatory change requiring CDBG recipients to conduct more analysis of issues affecting the affirmative furthering of fair housing. Findings from these studies may be available and useful to quantify the demand for affordable housing and should be available beginning in mid-2018.
- 2.7 The following documents (available online) should be reviewed by all potential responders to assess the RFP's scope of work:
- Inclusionary Housing Ordinance
https://library.municode.com/ca/monterey_county/codes/code_of_ordinances?nodeId=TIT18BUCO_CH18.40INHO
 - Inclusionary Housing Administrative Manual
<http://www.co.monterey.ca.us/EconomicDevelopment/pdf/Administrative%20Manual%20Final%20Adopted%20clean%207-12-11.pdf>
 - 2010 General Plan
<http://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma-/planning/resources-documents/2010-general-plan/final-version-of-the-monterey-county-general>
 - Coastal Area Land Use Plans

<http://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma-/planning/land-use-regulations>

- Housing Element 2015-2023
<http://www.co.monterey.ca.us/economicdevelopment/07-08-2015-draft-housing-element.pdf>
- Regional Housing Needs Allocation (RHNA) 2014-2023
<http://www.ambag.org/resources/publications/2007-2014-regional-housing-needs-allocation>

- 2.8 The County desires to conduct a review and update of the Ordinance to address current housing and market conditions; to harmonize the GP, Coastal Zone Plans and the Inclusionary Housing Ordinance; and, to comply with new laws governing affordable and inclusionary housing in California.
- 2.9 Request for Proposal #10650 will establish services for updating the Inclusionary Housing Program Ordinance. The County seeks CONTRACTOR(s) who will abide by all local, state, and federal regulations and who are also capable of providing all labor, materials, tools, equipment and supervision, in the course of providing CARPET INSTALLATION services.

3.0 CALENDAR OF EVENTS

- | | | |
|-----|-------------------------------------|---|
| 3.1 | Issue RFP | Monday, January 25, 2018 |
| 3.3 | Deadline for Written Questions | 3:00 p.m., PST, 3 Monday, February 12, 2018 |
| 3.4 | Proposal Submittal Deadline | 3:00 p.m., PST, Friday, February 23, 2018 |
| 3.5 | Estimated Notification of Selection | March 2018 |
| 3.6 | Estimated AGREEMENT Date | May 2018 |

This schedule is subject to change as necessary.

- 3.7 **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 POINTS 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 CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND 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 www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

4.0 COUNTY POINTS OF CONTACT

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

Primary Contact for the County **Jaime Ayala**
Management Analyst II
 1488 Schilling Place
 Salinas, CA 93901
 PHONE: (831) 783-7047
 FAX: (831) 755-4969
 Email: AyalaJ@co.monterey.ca.us

4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR 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 his own organization contract work amounting to not less than 50 percent of the original total contract 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.

The CONTRACTOR'S services shall include the following:

5.2 REVIEW OF EXISTING ORDINANCE

State all aspects of work you propose for this element. These should include, but not be limited to:

5.2.1 Examine current inclusionary requirements, Ordinance, and Guidelines including incentives

5.2.2 Evaluate Ordinance against state laws and court decisions

5.3 EXAMINATION OF DATA

State all aspects of work you propose for this element. These should include, but not be limited to:

- 5.3.1 Cost to produce affordable housing vs. market rate housing
- 5.3.2 Existing market demand for affordable housing and market rate housing
- 5.3.3 Current housing options available to very low-, low-, moderate-, workforce I, and workforce II-income households

5.4 AFFORDABLE HOUSING NEXUS STUDY

State all aspects of work you propose for this element. These should include, but not be limited to:

- 5.4.1 Methodology and assumptions
- 5.4.2 Economic analysis
- 5.4.3 Identification of impacts
- 5.4.4 Compliance recommendations consistent with the requirements of AB1505 including:
 - 5.5.4.1 In-lieu fee
 - 5.5.4.2 Land dedication
 - 5.5.4.3 Off-site construction
 - 5.5.4.4 Acquisition and rehabilitation of existing units
- 5.4.5 Administration draft review prior to public draft

5.5 CONCLUSIONS AND RECOMMENDATIONS

State all aspects of work you propose for this element. These should include, but not be limited to:

- 5.5.1 Identify incentives and alternatives
- 5.5.2 Financial benefits, costs and impacts of incentives
- 5.5.3 Process for annually adjusting In-Lieu Fee Schedule
- 5.5.4 Process, assumptions, and schedule for adjusting Inclusionary and Workforce Housing Maximum Sale Prices
- 5.5.5 Draft Inclusionary Housing Ordinance

5.6 CITIZEN PARTICIPATION AND CONSULTATION

- 5.6.1 CONTRACTOR will prepare a public outreach program designed to achieve public participation from all economic and planning areas of the community – including Spanish-speakers. At a minimum, the citizen participation and consultation should include:

- 5.6.1.1 One (1) resource meeting with local housing and community development stakeholders, including housing developers.
 - 5.6.1.2 Eight (8) community workshops (subject to scheduling, County can provide venue) with LUACs and NDRCs.
 - 5.6.1.3 Two (2) Housing Advisory Committee (HAC) workshops after Element 3 and again when the draft Inclusionary Housing Ordinance and Administrative Manual is ready for review.
 - 5.6.1.4 One (1) public hearing before the Monterey County Planning Commission to present the draft Inclusionary Housing Ordinance and Administrative Manual.
 - 5.6.1.5 One (1) public hearing before the Monterey County Board of Supervisors to present the draft Inclusionary Housing Ordinance and Administrative Manual.
 - 5.6.1.6 To obtain public input, plan, coordinate, publicize and conduct an online/website survey.
- 5.6.2 CONTRACTOR will prepare all outreach material and provide English/Spanish translation services at community workshops (optional, list as separate item). County staff will post notices on the County website and in local newspapers, assist with distribution of outreach materials, and prepare public notices. County staff will provide the contact list for stakeholders and maintain an email list of contacts generated throughout the process.

5.7 BOARD OF SUPERVISORS, PLANNING COMMISSION, AND HOUSING ADVISORY COMMITTEE

- 5.7.1 Present Public Review Draft of Affordable Housing Nexus Study to the Housing Advisory Committee.
- 5.7.2 Present Draft Inclusionary Housing Ordinance and Administrative Manual to the Housing Advisory Committee.
- 5.7.3 Present recommendations from Affordable Housing Nexus Study and Draft Inclusionary Housing Ordinance and Administrative Manual to the Planning Commission.
- 5.7.4 Present recommendations from Affordable Housing Nexus Study, Draft Inclusionary Housing Ordinance, and Administrative Manual to the Board of Supervisors.
- 5.7.5 In addition to the Deliverables outlined below, CONTRACTOR will provide and update PowerPoint presentations for each meeting.
- 5.7.6 County staff will schedule presentation on agenda and coordinate required notices, agenda posting and agenda packet distribution. County staff will prepare staff report to accompany presentation. Present Public Review Draft to the Planning Commission and Board of Supervisors.

5.8 DELIVERABLES

- 5.8.1 Required Documents and Formats

- 5.8.1.1 Plan for Public Participation and outreach materials for workshops and public information materials in English and Spanish.
 - 5.8.1.2 Administrative Draft of Document (for staff review) [five (5) unbound copies and one (1) pdf copy]
 - 5.8.1.3 Screen Check Public Review Draft of Document (for staff review) [five (5) unbound copies and one (1) pdf copy]
 - 5.8.1.4 Public Review Draft [twenty (20) bound copies and thirty (30) DVDs]
 - 5.8.1.5 Final Draft for City Council consideration
 - 5.8.1.6 Final Document (as adopted by City Council) [ten (10) bound copies and one DVD]
 - 5.8.1.7 All documents shall be provided to the City in both Microsoft WORD and .pdf formats.
 - 5.8.1.8 Public information and outreach materials (flyers/mailings announcing community meetings) shall be prepared by CONTRACTOR.
 - 5.8.1.9 For each administrative review draft document, two (2) electronic copies (one WORD and one .pdf file) shall be delivered to the County.
 - 5.8.1.10 Following approval by staff of each final (public draft) report, one (1) unbound reproducible original, and two (2) electronic copies shall be delivered to the County.
 - 5.8.1.11 For each public agency meeting, one (1) unbound reproducible original, one (1) electronic copy and four (4) print copies of the document shall be delivered to the County. Provide one (1) electronic copy and (_4_) print copies to County for the Housing Advisory Committee meeting.
- 5.9.2 Required Meetings
- 5.9.2.1 Resource Meetings (minimum of 1)
 - 5.9.2.2 Housing Advisory Group (minimum of 2)
 - 5.9.2.3 Land Use Advisory Committees/Neighborhood Design Review Committees (minimum of 8)
 - 5.9.2.4 Planning Commission – Presentation of draft (1)
 - 5.9.2.5 Board of Supervisors – Presentation of final draft, public hearing (1)
 - 5.9.2.6 Meet with County Housing staff in Salinas (5)

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT(s) will be for a period of 24 years with no options to extend the AGREEMENT for an additional two (2) one year periods.
 - 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 ninety days (90) 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 thirty day (30) 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.

8.0 PROPOSAL/QUALIFICATIONS 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 shall be organized as per the table below; headings and section numbering utilized in the proposal or qualification package shall be the same as those identified in the table. Proposals shall include at a minimum, but not limited to, the following information in the format indicated:

<u>Proposal Layout;</u> Organize and Number Sections as Follows:	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PROPOSED SCOPE-OF-WORK OR QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	TECHNICAL ASPECTS OF PROPOSAL
Section 5	STATEMENT TO SERVICE ENTIRE COUNTY
Section 6	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 7	PRICING (ATTACHMENT A) & WARRANTY
Section 8	EXCEPTIONS

Section 8	APPENDIX
Section 10	BONDS

Section 1 Requirements:

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

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). proposals submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

Table of Contents

Section 2, Pre-Qualifications/Licensing Requirements:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications and licensing requirements as set forth herein.

Section 3, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience & References: CONTRACTOR shall describe at least 3 similar projects for which it provided services similar to the scope of work described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

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 which are its parent company and/or

subsidiaries, from any public agency during 2005 up to and including the present day.

Section 4, Technical Aspects:

CONTRACTOR shall provide a written and signed statement in this section which confirms that their proposal is inclusive of all elements necessary for a turn-key project.

CONTRACTOR shall also include:

- Proposed Project Timeline to ensure compliance with meeting the County's needs as indicated in this solicitation.
- Proposed method that CONTRACTOR will use to host the data management system; e.g. in-house servers, cloud based, etc.
- Proposed methods for ensuring data security and user interface.

Section 5, Statement to Service Entire County:

Include a statement acknowledging which of the following locations your company is able to provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far reaching in the South County as the San Louis Obispo County border.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

Section 6, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to in the course of doing business as relevant to County's Climate-Friendly Purchasing Policy (*Reference: www.co.monterey.ca.us/admin/policies.htm*).

CONTRACTOR shall indicate whether or not it is a 'Green Certified' Business and state which governing authority administered the certification.

Section 7, Pricing & Warranty:

CONTRACTOR shall complete and submit pricing as per ATTACHMENT A – PRICING SHEET attached hereto.

Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended

warranty is available and submit the extended warranty term period and associated cost.

Section 8, Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY SOLICITATION #” (indicate the applicable solicitation number). 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 9, Appendix:

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

Section 10, Bonds:

The selected CONTRACTOR shall maintain and provide evidence that they have Fidelity Bond Insurance in an amount at least equal to Two Million Six Hundred Thousand Dollars (\$2,600,000) at the time the contract is executed.

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

- 8.2.1 Four (4) sets of the proposal (one original proposal marked “Original” plus three copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP #10650”. In addition, submit one (1) electronic version of the entire proposal on a USB memory stick. Additional copies may be requested by the COUNTY at its discretion.
- 8.2.2 Proposals shall be prepared on 8-1/2” x 11” paper, preferably duplex printed 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 a similar correction product to make late changes to their proposal 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, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and 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:** Any page of the proposal that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10650 and CONTRACTOR’S COMPANY NAME.**
- 9.2 **Mailing Address:** Proposals shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 9.3 **Due Date:** Proposals 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 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.
- 9.4 **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.
- 9.5 **Acceptance:** Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposals, or part of any proposal, 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 and that would not affect a CONTRACTOR’S ability to perform the work adequately as specified.
- 9.6 **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 but wishes to acknowledge the receipt of the request, the reply envelope shall be marked “No Bid”.
- 9.7 **Compliance:** Proposals 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 or be deemed non-responsive.

- 9.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

10.0 SELECTION CRITERIA

- 10.1 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 proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 10.2 The selection criteria include the following:

CRITERIA	
	Indicate Pass/Fail
Proposal Package Content	
Cover Letter (Including Contact and Firm Info) Section 1	
Signed RFP Signature Page: Section 1	
Receipt of Signed Addenda: (if any) Section 1	
Table of Contents: Section 1	
Pre-Qualified/Licensing Requirements: Section 2	
Project Experience and References: Section 3	
Technical Aspects: Section 4	
Statement to Service Entire County: Section 5	
Environmentally Friendly Practice: Section 6	
Pricing & Warranty per Attachment A: Section 7	
Exceptions: Section 8	
Bond: Section 9	
	Possible Points
CONTRACTOR'S ability to meet the County's requirement and housing data management capacities.	35
CONTRACTOR'S Cost/Pricing	20
CONTRACTOR'S Support, Technical Services, and Training capacities	15
CONTRACTOR'S Experience, Proven track record (especially with other governmental entities) Qualifications, and References.	25
Local Vendor (if applicable): Provides supporting documentation to show qualifications.	5
TOTAL SCORE (100 points available)	

- 10.3 AGREEMENT award(s) will not be based on cost alone.

- 10.4 To the extent of personnel and equipment to be provided under this agreement, CONTRACTOR, if so requested, shall afford the County an opportunity to inspect CONTRACTOR'S equipment prior to award of the agreement.
- 10.5 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the county, best serves the overall interest of the County.
- 10.6 The award made from this RFP may be subject to approval by the County Board of Supervisors.

11.0 PRICING

- 11.1 CONTRACTOR(s) will complete a PRICING SCHEDULE - for the provision of services as outlined within this RFP.
- 11.2 CONTRACTOR prices stated in - PRICING SCHEDULE shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.
- 11.3 Prior to the start of each project, the County department and CONTRACTOR(s) will mutually agree upon the budget for the project.
- 11.3.1 County will provide a defined scope
- 11.3.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.
- 11.4 Prices quoted for work assignments must remain in effect for a minimum of thirty (30) days.
- 11.5 Invoicing by CONTRACTOR(s) will clearly itemize but is not limited to the following:
- 11.5.1 County Department receiving services,
- 11.5.2 Purchase order number under which the invoice is to be charged,
- 11.5.3 Services provided,
- 11.5.4 Dates of services,
- 11.6 Proposals should include any early discounts and/or incentives offered.

12.0 PREFERENCE FOR LOCAL CONTRACTORS

- 12.1 This solicitation and the subsequent AGREEMENT awarded shall comply with County's Local Preference Policy (*recently revised by County's Board of Supervisors in 2012*) which is online at: www.co.monterey.ca.us/admin/policies.htm

- 12.2 This solicitation is being awarded based upon an evaluation of qualitative considerations as defined in the Selection Criteria Section. Per County’s Local Preference Policy, firms are eligible for a five percent (5%) preference provided the firm qualifies as a “local vendor” as defined in the policy. In order for this local preference to be applied, CONTRACTOR is required to complete and submit ATTACHMENT A LOCAL BUSINESS DECLARATION FORM which is attached hereto with its qualifications package. For purposes of this Article 10 relating to local preference and local business, the term “bidder” or “bidders” shall mean “person submitting a Qualification Package.” Only the CONTRACTOR requesting the preference must clearly indicate that it will be performing a minimum of fifty percent of the work. Only one form shall be submitted with each qualifications package.

12.0 CONTRACT AWARDS

- 12.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 12.2 Board of Supervisors: The award(s) 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 before a contract 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 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

- 13.1 County will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as 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

- 14.1 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 County Counsel, similar to the “**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

- 15.1 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 bring about any unfair conditions.

16.0 RIGHTS TO PERTINENT MATERIALS

- 16.1 All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION”. 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, 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.

SAMPLE AGREEMENT SECTION

The COUNTY OF MONTEREY AGREEMENT \$100,000 OR LESS with all terms and conditions may be viewed at:

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

ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # **10650**
ISSUE DATE: JANUARY 25, 2017



RFP TITLE: INCLUSIONARY HOUSING ORDANCE

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY
3:00 P.M., LOCAL TIME, ON FEBRUARY 23, 2018

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
1488 SCHILLING PLACE
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Jaime Avala, EMAIL AyalaJ@CO.MONTEREY.CA.US, (831) 783-7047

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 4 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.1 HEREIN

This Signature Page must be included with your submittal in order 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 proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____