

# Attachment 2

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**COUNTY OF MONTEREY  
HOUSING AND COMMUNITY DEVELOPMENT  
1441 SCHILLING PLACE, SOUTH 2<sup>ND</sup> FLOOR  
SALINAS, CA 93901-4527  
(831) 755-5025**

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**REQUEST FOR PROPOSALS  
(RFP) #10832**

**Update to the General Plan Housing and Safety  
Elements, and the Preparation of an  
Environmental Justice Element**

**Proposals are due by 3:00 p.m. (PST) on June 10, 2022**

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**SOLICITATION DETAILS SECTION**

## 1.0 INTENT

- 1.1 The County of Monterey Housing and Community Development (HCD) Department, hereinafter referred to as “County,” is soliciting Request for Proposals (RFP) from qualified organization(s), hereinafter referred to as “CONTRACTOR,” to provide services relating to an update to the General Plan, specifically the Housing Element, Safety Element, and preparation of an Environmental Justice Element. The County is seeking professional consulting services to update the County’s Housing Element, Safety Element, and proposed Environmental Justice Element in a manner that is consistent with current State law.
- 1.2 The Housing Element update shall include related rezoning and all necessary environmental review as required under State law, in a manner consistent with the Regional Housing Needs Allocation 6th (RHNA 6) planning period (2023-2031). The Housing Element update shall run on a tight timeline and will require certification by California Department of Housing and Community Development (State HCD) by December 2023.
- 1.3 The Safety Element update and preparation of an Environmental Justice Element will also require County adoption and State certification, as appropriate.
- 1.4 This solicitation is intended for a single, exclusive 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 borders Santa Cruz and San Benito Counties to the north and San Luis Obispo County to the south. The County is approximately 3,350 square miles.
- 2.2 The County of Monterey General Plan contains a total of eight (8) elements with goals, policies, and regulations that govern the long-term plan for the County. The County’s current General Plan was adopted October 26, 2010, by the County Board of Supervisors. The General Plan document can be found on the County’s website (<https://www.co.monterey.ca.us/government/departments-a-h/housing-community-development/planning-services/land-use-regulations/2010-general-plan>). The County’s current Housing Element is part of the General Plan and was adopted by the County on January 26, 2016, and certified by the California Department of Housing and Community Development (State HCD) on May 10, 2016. The current Housing Element can be viewed here: <https://www.co.monterey.ca.us/home/showpublisheddocument/23939/636276873490100000>
- 2.3 The **Housing Element** is an element required to be included in the County of Monterey General Plan. State law identifies the subjects that must be addressed in a Housing Element. These guidelines are identified in Article 10.6 of the State of California Government Code (Sections 65580 et. seq.). State law specifies that the Housing Element must assess housing needs and evaluate the current housing market in the County and then identify programs that will meet housing needs. The housing market evaluation includes a review of housing stock characteristics

as well as housing costs, household incomes, special needs households, availability of land and infrastructure and various other factors. Also included is the community's "Regional Housing Needs Allocation" (RHNA) which provides an estimate of the number of housing units that should be provided in the community to meet its share of new households in the region. In addition to this information, the Housing Element document must review and evaluate its past housing programs and consider this review in planning future housing strategies.

The County expects a RHNA of approximately 3,326 unit, compared to 1,551 during the 5<sup>th</sup> Housing Element Cycle, representing a 114% increase from the last planning cycle. To ensure an adequate inventory of viable sites, we anticipate the element update will necessitate rezoning in targeted areas. While a number of important housing issues will need to be considered and addressed through the update process, the most significant work effort is expected to be meeting RHNA numbers in the site inventory.

- 2.4 The **Safety Element** is one of the elements included in the adopted General Plan. The Safety Element combines the state mandated safety and noise elements. This element establishes policies and programs to protect the public from risks associated with seismic, geologic, flood, and wildfire hazards. The Safety Element shall be updated pursuant to Government Code 65302(g), which requires that local jurisdictions update the Safety Element to address flood hazard zone, fire hazards, and climate adaption and resilience strategies upon revisions of the Housing Element.
- 2.5 The **Environmental Justice Element** is not currently part of the adopted General Plan. The County is seeking to incorporate into the General Plan as a stand-alone element. The element shall be prepared pursuant to Government Code 65302(h), which requires that local jurisdictions prepare an Environmental Justice Element or related goals, policies, and objectives integrated into other elements, that identifies disadvantaged communities within the County. This includes identifying policies to reduce the unique or compounded health risks in environmental justice communities, prioritizing programs that address the needs of these communities, and promoting community engagement in decision-making processes.
- 2.6 The selected CONTRACTOR(S) will partner with County staff to explore, analyze and implement these approaches in addition to facilitating community engagement, working with our elected and appointed officials to present recommendations and gather feedback, and coordinating with State HCD to help ensure ultimate certification of the updated element.
- 2.7 This Request for Proposals (RFP #10832) is structured to award an Agreement to a qualified CONTRACTOR to perform the services listed within Section 5.0, Scope of Work.

### 3.0 CALENDAR OF EVENTS

- |     |                                |                               |
|-----|--------------------------------|-------------------------------|
| 3.1 | Issue RFP                      | Thursday, April 28, 2022      |
| 3.2 | Deadline for Written Questions | 3:00 p.m., PST, May 12, 2022  |
| 3.3 | Proposal Submittal Deadline    | 3:00 p.m., PST, June 10, 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:** CONTRACTOR(s), who received notification of this solicitation by means other than through a County 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 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: <https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/solicitation-center>. Addenda are 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: **Darby Marshall, Interim Housing Program Manager**  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, CA 93901-4527  
Phone: (831) 755-5227  
Email: [marshalld@co.monterey.ca.us](mailto:marshalld@co.monterey.ca.us)

Secondary Contact: **Craig Spencer, Chief of Planning**  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, CA 93901-4527  
Phone: (831) 755-5233  
Email: [spencerc@co.monterey.ca.us](mailto:spencerc@co.monterey.ca.us)

Copy: **Kathy Nielsen, Management Analyst II**  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, CA 93901-4527  
Phone: (831) 755-5892  
Email: [nielsenk@co.monterey.ca.us](mailto:nielsenk@co.monterey.ca.us)

- 4.2 All questions regarding this solicitation shall be submitted in writing (Email is acceptable and encouraged). Questions will be researched, and answers will be posted on County's Solicitation Center web page at <https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/solicitation-center> by deadline indicated in the **CALENDAR OF EVENTS** herein.
- 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(s) 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(s).**

## 5.0 SCOPE OF WORK

- 5.1 Proposals must address the Tasks listed below, providing a description and timeline of how they would be accomplished. The timeline for the Housing Element must reflect the required State HCD Housing Element certification date of January 2023. 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.
- 5.2 The SCOPE OF WORK includes but is not limited to the following Tasks:

### **Task 1 – Project Management and Coordination**

This task includes communication and coordination between the CONTRACTOR and County staff, including meetings, phone conferences, email exchanges, and other communications to ensure timely delivery and adoption of the County's updated **Housing, Safety** and preparation of an **Environmental Justice Element** (herein, General Plan Elements). The Housing Element shall take priority due to the State HCD update and certification deadline of January 2023. Proposal should identify the number of meetings anticipated and expectations for jurisdictional staff. Strategies or practices to ensure clear and timely communication and effective project coordination should be described. Strategies for ensuring coordination with State HCD over the course of the project should also be addressed, as needed.

### **Task 2 – Community Outreach and Engagement**

CONTRACTOR shall develop a program that effectively reaches, educates and engages the community throughout the update of the General Plan Elements. This should include strategies to ensure broad inclusion, particularly of hard to reach groups and special needs populations, with special attention given to communicating information so it is accessible and easy to understand. Outreach is expected to begin early in the process and continue throughout for feedback on important topics such as draft ideas, site options, the draft updated General Plan Elements and environmental reviews. Please discuss options for virtual as well as in person meetings, depending on changing safety considerations. CONTRACTOR shall lead the engagement as well as a summary of the work. At a minimum outreach should consist of:

- Initial presentation to Board of Supervisors and Planning Commission
- Two community meetings
- One stakeholder focus group
- Online/virtual participation opportunities
- Specific outreach and engagement of environmental justice communities as defined by the Consultant and the County

### **Task 3 – Update to the Housing Element (Sixth Cycle)**

#### **Task 3.1 Housing and Special Housing Needs**

Provide jurisdiction-specific graphs and write-ups with supporting data, including population, demographic, housing, market conditions and regional comparisons.

#### **Task 3.2 Housing Constraints**

CONTRACTOR shall identify potential and actual governmental and nongovernmental constraints for the preservation, protection, or production of housing across income levels within the County. Provide all cross-jurisdictional comparisons to support this task (e.g., comparison of fees and processing time). Additionally, provide write ups of typical countywide non-governmental constraints, including community opposition to housing, cost of construction, limited availability of land and other topics.

#### **Task 3.3 Review of the existing Housing Element**

CONTRACTOR shall review the current Housing Element and identify the County's success in accomplishing/implementing the identified goals, policies, and programs; and provide explanations and updates where goals, policies or programs are in progress, have been abandoned or have not proven effective.

#### **Task 3.4 Sites Inventory**

CONTRACTOR shall prepare the sites inventory section of the Housing Element, demonstrating how the County will satisfy its RHNA in each income category. This includes identifying safe assumptions, evaluating sites, and analyzing potential policy strategies to increase site capacity, demonstrating development viability (per State law), and inputting the information into State HCD's electronic form for submittal with the updated element. It is anticipated that this will be the most significant area of work for the update process and will need to start early to ensure adequate time for consideration of potential areas for rezoning or other changes to development standards needed to achieve the RHNA.

#### **Task 3.5 Goals, Policies, Programs and Quantified Objectives**

CONTRACTOR shall identify goals, policies, programs and quantified objectives to include in the Housing Element to ensure compliance with State law and effective response to the housing needs, constraints and key priorities identified through the update process. This task includes ensuring responsiveness to priorities articulated through the community engagement process as well as ensuring internal consistency with other elements of the General Plan. This task will include identification of other General Plan policy updates or revisions needed to ensure consistency.

#### **Task 3.6 Rezoning *[Optional Task]***

Based on the sites analyses, CONTRACTOR shall work with County staff to identify potential areas for rezoning, if necessary. This must include consideration of the State requirement for maintaining an adequate housing sites inventory throughout the eight-year planning period.

### **Task 3.7 Draft Housing Element**

CONTRACTOR shall prepare and submit an administrative draft Housing Element for County staff review. County staff will provide a comprehensive set of desired changes. County staff will provide final edits and will coordinate dates of public hearings.

- Administrative draft and draft housing element (Microsoft Word)
- PowerPoint

## **Task 4 – Update to the Safety Element**

### **Task 4.1 Review of the existing Safety Element**

Review and evaluate the current Safety Element to determine its compliance with State law.

### **Task 4.2 Provide Recommendations**

Provide list of any corrections that must be made to text and/or exhibits in the Safety Element to bring it into compliance with State Law.

### **Task 4.3 Draft Safety Element Update**

CONTRACTOR shall work with County staff to update the Safety Element to ensure consistency with other General Plan elements and other planning documents, and to ensure compliance with State law. This task is intended to focus the scope of work to update portions of the Safety Element, as necessary, for compliance with State law and consistency with other elements in the General Plan.

## **Task 5 – Preparation of an Environmental Justice Element**

### **Task 5.1 Provide Recommendations**

Provide recommendations for the format of the Environmental Justice Element.

### **Task 5.2 Draft/Prepare an Environmental Justice Element**

CONTRACTOR shall work with County staff to draft Environment Justice Element and ensure it is aligned with other General Plan elements and planning documents. Prepare an Environmental Justice Element that complies with the goals, policies, and objectives of the County and State Law.

## **Task 6 –Public Hearings**

CONTRACTOR shall coordinate with County staff on presenting the drafted General Plan Elements to the Planning Commission and Board of Supervisors at public hearings. Based on Commission and Board input, prepare a State HCD review draft and submit to State HCD for the mandated review.

- Minimum of five (5) public hearings

## **Task 7 – Environmental Analysis (CEQA Documentation)**

CONTRACTOR shall prepare all required documents for California Environmental Quality Act (CEQA) review and submittal, including the Initial Study, Mitigated Negative Declaration or Environmental Impact Report and CEQA Determination. This should include public posting and noticing for comment. For budget purposes, consultant may list different prices depending on the level of analysis that may ultimately be needed.

### **Task 8 – Final Draft Hearings, Final Adoption and Certification**

CONTRACTOR shall work closely with State HCD and County staff to respond to any comments, and produce a final draft housing element for adoption. Present to the Planning Commission and Board of Supervisors at public hearings. Prepare the final General Plan Elements, including any changes from the public hearings, and submit to State HCD for final certification as well as the water/sewer district and the California Office of Planning and Research.

- Draft final and final General Plan Elements (Microsoft Word and PDF)
- PowerPoint
- Five (5) public hearings

## **6.0 CONTRACT TERM**

- 6.1 A quick turnaround time is desired in the completion of the Scope of Services. The initial term of the Agreement will be for a period of two years with the option to extend the Agreement if needed.
- 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(s) must commence negotiations for any desired rate changes a minimum of ninety (90) days prior to the expiration of the Agreement.
- 6.2.1 Both parties shall agree upon rate 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 (30) day written notice, or immediately with cause.

## **7.0 LICENSING 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 any required licenses under both state and local jurisdictions are current during the full term of the Agreement.
- 7.3 Contractor shall list any relevant licenses and educational degrees for personnel assigned to perform tasks under the Agreement.
- 7.3.1 In the event the work performed under the Agreement involves access to restricted areas of County facilities, 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).

## 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/or 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. Proposal or qualifications packages shall include, at a minimum, but not limited to, the following information in the format indicated:

| <b><u>Proposal Layout</u></b><br><b>Organize and Number Sections as Follows:</b> |  |
|--|--|
| Section 1  | Cover Letter (Including Firm and Contact Information)                              |
|  | Litigation History   |
|  | RFP Signature Page   |
|  | Receipt of Signed Addenda (If any)   |
|  | Table of Contents  |
| Section 2  | Proposed Approach for Meeting the Services Described in Section 5.0, Scope of Work |
| Section 3  | Key Staff, Project Experience & References   |
| Section 4  | Cost Estimate and Fee Schedule (Submit in a Separate Envelope)                     |
| Section 5  | Pre-Qualifications/Licensing Requirements  |
| Section 6  | Environmentally Friendly Practices   |
| Section 7  | Local Business Declaration Form (If applicable, submit Attachment A)               |
| Section 8  | Exceptions   |
| Section 9  | Appendix   |

### **Section 1 – Requirements:**

**Cover Letter:** All proposals must be accompanied by a cover letter not exceeding two (2) pages and should provide firm information and contact information as follows:

- **Contact Info:** The name, address, telephone number, email, 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 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 ability to complete services in accordance with sample agreements.

**Litigation History:** Provide a description of litigation to which your firm has been a party to in the past five (5) 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 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 BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

## **Table of Contents**

### **Section 2 – Proposed Project Management Approach for Meeting the Services Requested by County described in Section 5.0 of this RFP, including:**

- 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 completed in a timely manner;
- Provide a schedule and include deadlines for each deliverable;
- Describe your cost management approach for tight budgets and;
- Any other project management or implementation strategies or techniques that CONTRACTOR intends to employ in carrying out the services requested.

### **Section 3 – Key Staff, Project Experience & 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.

**Resume(s) of Key Staff:** CONTRACTOR shall provide resume(s) for each key person on the proposed team.

**Experience & References:** CONTRACTOR shall describe its demonstrated capability, including length of time it has provided the services requested in this solicitation.

CONTRACTOR shall provide a minimum of three (3) references demonstrating relevant experience for which it provided similar services (preferably in the State of California State and

for a local government agency) to the scope of work described herein within the last five (5) years. CONTRACTOR shall include relevant work experience demonstrating knowledge of Housing Element component of a local jurisdiction's General Plan. Information provided should demonstrate CONTRACTOR had the capacity and expertise to meet previous customer's needs, and 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. Cost of deliverables and labor shall be fair and reasonable.

**Fee Schedule:** CONTRACTOR shall submit a fee schedule, including staff positions/titles, hourly rates for the first two years of the initial 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:** CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications, insurance, and licensing requirements as set forth in the County of Monterey Professional Services Agreement, which may be viewed on the link provided on Section 21, Sample Agreement Section of this RFP.

**Licensing Requirements:** CONTRACTOR must acknowledge, in writing, its compliance with all laws governing the services as described within this RFP #10832 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 #10832.

**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 those issued by CAL-OSHA) received by CONTRACTOR, or any business organization owned or operated by CONTRACTOR, or any business organization which owns or operates as CONTRACTOR, from any public agency for the last five (5) years.

#### **Section 6 – Environmentally Friendly Practices:**

CONTRACTOR shall summarize all environmentally friendly practices to which it adheres while doing business as relevant to the 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 – Local Business Declaration Form (Submit Attachment A, if applicable):**

CONTRACTOR shall declare whether it is a Local Business in **ATTACHMENT A – LOCAL BUSINESS DECLARATION FORM** and in accordance with the County’s Local Business Preference Policy at: <https://www.co.monterey.ca.us/home/showdocument?id=22313>.

**Section 8 – Exceptions:**

Submit any and all exceptions to this solicitation on separate pages, and clearly identify at the top of each page with “EXCEPTION TO COUNTY RFP #10832.” Each exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an exception does not obligate County to revise the terms of the RFP or Agreement.

**Section 9 – Appendix:**

**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,” submitted proposals shall adhere to the following:

- 8.2.1 Four (4) sets of the proposal package (one [1] original proposal marked “Original” plus three [3] copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the submitting company name and reference to “RFP #10832”. In addition, submit one (1) 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 8 ½ x 11 paper, preferably bound with front and back covers. Foldout 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 or qualifications package. CONTRACTOR may make corrections and late changes through 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**. Proposals packages 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 three (3) 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. In the event of 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 Agreement award(s) will be based on the criteria contained in this solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit sufficient information for 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.
- 9.2 Selection criteria include, but are not limited to, the following:
- 9.2.1 CONTRACTOR demonstrated understanding of the services required as described within this RFP #10832, quality, completeness, and thoroughness of the proposal.
  - 9.2.2 CONTRACTOR demonstrated experience with similar projects involving municipalities and other public agencies.
  - 9.2.3 CONTRACTOR demonstrated previous experience in streamline updates of housing elements.
  - 9.2.4 CONTRACTOR demonstrated ability to manage and coordinate the project in a timely manner.
  - 9.2.5 Ability of CONTRACTOR to provide services at competitive rates.

9.2.6 CONTRACTOR’s compliance with all County requirements, including insurance and indemnification requirements, as detailed within RFP #10832 and in the Sample Agreement.

9.2.7 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 qualification package                                | 10          |
| Familiarity with local and State Housing Element policies                            | 10          |
| Pricing  | 5           |
| Adherence to County’s Climate-Friendly Purchasing Policy                             | 5           |
| <b>TOTAL</b>   | <b>100</b>  |

9.4 Agreement award will not be based on cost alone.

9.5 The award resulting from this RFP will be made to CONTRACTOR that submit a response that, in the sole opinion of County, best serves the overall interest of County.

9.6 The award(s) made from this RFP may be subject to approval by County Board of Supervisors.

## 10.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

10.1 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 #10832** and **CONTRACTOR’s COMPANY NAME**.

10.2 Mailing Address: Proposal 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 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 Free on Board (FOB) 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 acceptance at any time within ninety (90) days after opening. County reserves the right to reject any and 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 County. 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 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 (CAL-OSHA).

## 11.0 PRICING

- 11.1 CONTRACTOR(s) will submit a **Cost Estimate and Fee Schedule** for the provision of services as outlined within this RFP.
- 11.2 CONTRACTOR prices stated in 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 term of the Agreement.

## 12.0 PREFERENCE FOR LOCAL CONTRACTORS

- 12.1 General Requirements: Each local supplier funded in whole or in part by County funds, or funds which County expends or administers, shall be eligible for a local preference as provided in this section.
- 12.2 The selection process for this RFP is qualifications based; 5% shall be added to the overall scoring evaluation for local bidders.

- 12.3 Link to County’s Local Preference Policy:  
<https://www.co.monterey.ca.us/home/showdocument?id=22313>

### 13.0 CONTRACT AWARD

- 13.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any Agreement resulting from this solicitation.
- 13.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by County Board of Supervisors.
- 13.3 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.
- 13.4 Incurred Costs: County is not liable for any costs incurred by CONTRACTOR in response to this solicitation.
- 13.5 Notification: All CONTRACTORS who have submitted a proposal package will be notified of the final decision as soon as it has been determined.
- 13.6 In County’s Best Interest: The award(s) resulting from this solicitation will be made to CONTRACTOR(s) that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

### 14.0 SEQUENTIAL CONTRACT NEGOTIATION

County will pursue contract negotiations with CONTRACTOR who submit(s) the best proposal 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.

### 15.0 AGREEMENT 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-Risk Manager, similar to the County of Monterey Professional Services Agreement referenced in Section 21.0 “**SAMPLE AGREEMENT SECTION**” below. 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 Section

20.0. 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.

## **16.0 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 bring about any unfair conditions.

## **17.0 RIGHTS TO PERTINENT MATERIALS**

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by CONTRACTOR that are submitted as part of the submittal will become the property of County when received by 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", in conformity with the specific requirements set forth in Section 8.3, above. County will not disclose proprietary information to the public, unless required by law; however, 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.

## **18.0 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 and when 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 and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

## 19.0 INSURANCE REQUIREMENTS

### 20.1 Evidence of Coverage:

20.1.1 Prior to commencement of 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.

20.1.2 This verification of coverage shall be sent to County Contracts/Purchasing Division, unless otherwise directed. CONTRACTOR shall not receive a “Notice to Proceed” with the work under 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.

20.2 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 Contracts/Purchasing Officer.

### 20.3 Insurance Coverage Requirements:

20.3.1 Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of 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 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 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 Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of Agreement.

20.4 Other Insurance Requirements:

- 20.4.1 All insurance required by 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 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 (3) years following the date CONTRACTOR completes its performance of services under Agreement.
- 20.4.2 Each liability policy shall provide that County shall be given notice, in writing, at least thirty (30) 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 Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 20.4.3 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.
- 20.4.4 Prior to the execution of Agreement by County, CONTRACTOR shall file certificates of insurance with County Contract Administrator and County Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by Agreement. CONTRACTOR shall file a new or amended certificate of insurance within five (5) 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 Agreement, which shall continue in full force and effect.
- 20.4.5 CONTRACTOR shall always during the term of Agreement maintain in force the insurance coverage required under Agreement and shall send, without demand by County,



annual certificates to County Contract Administrator and County Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) 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 Agreement, which entitles County, at its sole discretion, to terminate Agreement immediately.

## 20.0 SAMPLE AGREEMENT SECTION

**The COUNTY OF MONTEREY Professional Services Agreement with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at the following links for respective project amounts:**

**Sample Professional Services Agreement:**

[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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**ATTACHMENT A AND SIGNATURE PAGE**

## ATTACHMENT A: LOCAL BUSINESS DECLARATION FORM

### COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a “Local Vendor” as defined by the “Monterey County Local Preference Policy,” adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify it meets the definition of “Local Vendor” as defined and in accordance to the adopted policy. Any business entity claiming to be a local business as defined by the policy, shall so certify, in writing herein, that it meets all of the criteria listed within the policy, which can be accessed online at the following link: <https://www.co.monterey.ca.us/home/showdocument?id=22313>.

County shall not be responsible or required to verify the accuracy or any such certifications and shall have sole discretion to determine if a bidder meets the definition of “local vendor” as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on County purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal or qualifications package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Select that which is applicable to your business entity (at least one (1) selection in order for a business to be considered local):

- It either owns, leases, rents, or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one (1) of the three (3) counties within the Area when the address is located in an unincorporated area within one (1) of the three (3) counties as defined as “Area”; and
- It employs at least one (1) full time employee within the “Area,” or if the business has no employees, the business shall be at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the “Area”; and
- Its business has been in existence, in its current name, within the “Area” for at least two (2) years immediately prior to the issuance of either a request for proposals or request for qualifications or request for quotations for the County; and
- It is a newly established business which is owned by an individual(s) formerly employed by a Local Business for at least two (2) years.

As per the policy: "**Area**" shall mean Monterey County, San Benito County, and Santa Cruz County.

Note: If applicable your organization must possess a valid resale license from the State Franchise Tax Board showing its local address within the “Area” and evidencing that payment of the local share of the sales tax goes to either a city within the “Area” or to one (1) of the three (3) counties within the defined “Area.”

**On behalf of my business entity (i.e., organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County’s Local Preference Policy for the procurement in question.**

*Business Legal Name (and Dba name if any):* \_\_\_\_\_

*Business Address:* \_\_\_\_\_

*City:* \_\_\_\_\_ *State:* \_\_\_\_\_ *Zip Code:* \_\_\_\_\_

*Signature of Authorized Representative:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Title of Authorized Representative:* \_\_\_\_\_

*Telephone Number:* (\_\_\_\_) \_\_\_\_\_ *E-Mail:* \_\_\_\_\_

**This form must be submitted within a bidder’s proposal package for the County to apply the applicable local preference.**

**Bidders who do not qualify as a local business as per the policy should not submit this form.**

*– End of Attachment A –*

**SIGNATURE PAGE**

COUNTY OF MONTEREY  
HOUSING AND COMMUNITY DEVELOPMENT

RFP# **10832**  
ISSUE DATE: April 28, 2022



**RFP TITLE:** Update to General Plan Housing and Safety Elements and Preparation of an Environmental Justice Element

PROPOSALS ARE DUE TO HCD BY  
3:00 P.M., LOCAL TIME, ON JUNE 10, 2022

**MAILING ADDRESS:**  
COUNTY OF MONTEREY  
HOUSING AND COMMUNITY DEVELOPMENT (HCD)  
1441 SCHILLING PLACE, SOUTH 2<sup>nd</sup> FLOOR  
SALINAS, CA 93901-4527

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO:  
Darby Marshall, [marshalld@co.monterey.ca.us](mailto:marshalld@co.monterey.ca.us) (831) 755-5391  
Craig Spencer, [spencerc@co.monterey.ca.us](mailto:spencerc@co.monterey.ca.us) (831) 755-5233  
Copy to: Kathy Nielsen, [nielsenk@co.monterey.ca.us](mailto:nielsenk@co.monterey.ca.us) (831) 755-4832

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

- Proposal Package (as required by this RFP)

ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 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 RFP 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: (\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_

License No. (if applicable): \_\_\_\_\_

License Classification (if applicable): \_\_\_\_\_

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