

# Attachment D

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**COUNTY OF MONTEREY  
HOUSING AND COMMUNITY DEVELOPMENT  
1441 SCHILLING PLACE, South 2<sup>nd</sup> Floor  
SALINAS, CA 93901-4543  
(831) 755-5025**

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# **REQUEST FOR QUALIFICATIONS**

**#10786**

**FOR**

**PLANNING CONSULTANT SERVICES**

**Qualifications are due by 3:00 p.m. (PST) on June 4, 2021**

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**SOLICITATION DETAILS SECTION**

## **1.0 INTENT**

- 1.1 The County of Monterey Housing and Community Development [HCD], Planning Services, hereinafter referred to as “County,” is soliciting Qualifications from a qualified organization(s), hereinafter referred to as “CONTRACTOR,” to provide responsible and comprehensive planning related services, including, assistance to process individual development permit applications and related environmental review (exemption determinations and/or initial studies) from the permit application “complete” stage to the final decision on an as-needed basis, initial review of groundwater well applications and related environmental review, and advance planning work (e.g., policy and programmatic analysis, drafting ordinances and supporting staff reports).
- 1.2 This solicitation is not intended to create an exclusive service AGREEMENT and multiple awards may be made resulting in more than one written AGREEMENT for on- call services. County retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time.

## **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.
- 2.2 Request for Qualifications #10786 will establish the provision of responsible and comprehensive planning-related services, including assistance to process individual development permit applications and related environmental review (exemption determinations and/or initial studies) from the permit application “complete” stage to the final decision on an as-needed basis, initial review of groundwater well applications and related environmental review and advance planning work (e.g., drafting ordinances and supporting staff reports and resolutions).. The County seeks CONTRACTOR(s) who will abide by all local, state, and federal regulations.

## **3.0 CALENDAR OF EVENTS**

- |     |                                     |                              |
|-----|-------------------------------------|------------------------------|
| 3.1 | Issue RFQ                           | April 22, 2021               |
| 3.2 | Deadline for Written Questions      | 3:00 p.m., PST, May 13, 2021 |
| 3.3 | Proposal Submittal Deadline         | 3:00 p.m., PST, June 4, 2021 |
| 3.4 | Estimated Notification of Selection | June 2021                    |
| 3.5 | Estimated AGREEMENT Date            | July 2021                    |

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

## 4.0 COUNTY POINT OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:
- 4.1.1 Primary Contact: **Erik V. Lundquist**  
**Chief of Planning**  
 1441 Schilling Place, 2<sup>nd</sup> Floor  
 Salinas, CA 93901-4543  
 PHONE: (831) 759-5154  
 FAX: (831) 757-9516  
 Email: [Lundquiste@co.monterey.ca.us](mailto:Lundquiste@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 CONTRACTORS after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**



## 5.0 SCOPE OF WORK

- 5.1 **Contractor Minimum Work Performance Percentage:** CONTRACTOR shall perform with his own organization contract work amounting to not less than fifty (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.
- 5.2 The Scope of Work for discretionary development applications includes but is not limited to the following:
- 5.2.1 **Project Intake and Initial Contact:** County's Project Planner shall hand out the application and subsequently receive and review application materials and technical reports (e.g., traffic, noise, air quality, soils and geology, archeological, biology), and confirm the permits required and the level of environmental review necessary. County's Project Planner will prepare the Interdepartmental Review (IDR) Packets and will identify the tasks that are to be performed by CONTRACTOR for the project. CONTRACTOR, before proceeding, shall articulate in writing a statement defining the steps required to process the project, confirming County expectations regarding staff assignment and the definition of the work effort required to process the application and scheduling on a draft budget sheet.
- 5.2.2 **Cost/Time Estimate:** CONTRACTOR shall submit their Qualifications with a budget estimate to include hours to complete the tasks required to process the application as identified by the County's Project Planner.
- 5.2.3 **Project Evaluation:** CONTRACTOR shall review the IDR comments, make a site visit, if deemed necessary by County's Project Planner, or may communicate with County's Project Planner and review photos. In collaboration with County's Project Planner, CONTRACTOR shall determine the project status and whether additional information is required per the State's permit streamlining requirements and CEQA.
- 5.2.4 **CEQA Determination:** CONTRACTOR and County's Project Planner will determine whether a categorical exemption or initial environmental review study is required.
- 5.2.4.1 Final determination whether the project is categorically exempt or if an environmental review is required will be made by County's Project planner.
- 5.2.5 **Preparation of Initial Study/Negative/Mitigated Negative Declaration** When an Environmental Initial Study is deemed necessary by County, CONTRACTOR, in collaboration with County's Project Planner, shall determine the scope of the initial study and identify potentially significant issues that need to be addressed. CONTRACTOR shall prepare a cost estimate of the Initial Study and present to

County for approval. Once approved, CONTRACTOR shall complete an administrative draft Initial Study including impact analysis, mitigation measures and monitoring actions. CONTRACTOR shall submit a completed and finished administrative draft Initial Study to the County's Project Planner for the Project Planner's review. CONTRACTOR shall make such revisions as the County Planner directs. The administrative draft Initial Study will then be circulated through the County Clearinghouse (one week). The County Clearinghouse is responsible for distributing environmental documents to other County land use departments for review and collects their comments. Once acceptable to County staff, the administrative draft Initial Study may be forwarded by County's Project Planner to the applicant for a one week review to only correct or revise factual details in the Project Description and agree to any proposed mitigation measures. If, during the preparation of the Initial Study, it is determined that an Environmental Impact Report (EIR) is required for the project, the County will follow its standard procedure for hiring an EIR consultant. Under this RFP Contractor shall not be eligible to prepare an EIR for any permits for which Contractor provides application review.

**Set Public Hearing Date for the Application:** CONTRACTOR shall work with County's Project Planner to determine an appropriate date to schedule the public hearing. This decision must follow County cutoff dates for staff report submission, review, corrections, and production and meet requirements of the state Permit Streamlining Act.

- 5.2.6 **Staff Report Preparation and Review:** After the application is deemed complete, and in consultation with the County's Project Planner, the CONTRACTOR shall prepare a draft staff report including all attachments and exhibits as required by County utilizing County templates to produce a clear and concise overview of the proposed project, issues and their resolution. This shall include a summary of the Land Use Advisory Committee (LUAC) action, where necessary. The appropriate Findings and Evidence shall be included in the draft resolution attached to the staff report and completed with comprehensive, clear and concise evidence to support findings. The Condition Compliance/Mitigation Monitoring matrix (i.e., list of conditions of approval, mitigation measures and monitoring actions) shall be completed. CONTRACTOR shall submit the draft staff report, findings and evidence and conditions and mitigation measure matrix to the County's Project Planner and make such revisions as the County's Project Planner directs.
- 5.2.7 **Presentation and Responses to Comments and Last Minute Issues:** CONTRACTOR shall prepare all appropriate presentation materials for the hearing body as requested by County. CONTRACTOR shall be available during office hours one week prior to the public hearing to assist County's project planner to resolve any remaining issues or respond to comments in written form from the public and provide support to County as necessary.

- 5.2.8 **Public Hearing Follow-up – Appeals: Under the direction of the County’s Project Planner**, CONTRACTOR shall be responsible for revising and changing any findings, evidence, or conditions/mitigation measures that are a result of the hearing process. CONTRACTOR may be required to prepare a revised staff report and following recommendations of the hearing body. If the project is appealed to another County hearing body (e.g., from the Planning Commission to the Board of Supervisors) then CONTRACTOR shall respond to the appeal and prepare an appropriate discussion of the appeal topics in a *de novo* type staff report, prepare findings and evidence addressing the appeal and re-insert conditions and mitigations if the Planning Department is submitting an affirmative recommendation.
- 5.2.9 **Field Trips:** CONTRACTOR shall conduct field trips as needed for each project development application and related environmental review if required. Field trip requirements will ultimately be the decision of the County as appropriate.
- 5.2.10 **Responsible Agency Contacts:** CONTRACTOR shall be responsible for early contacts with interested agencies identified by the County’s Project Planner.
- 5.2.11 **County Plans, Ordinances, Forms, Templates and Process:** It shall be the responsibility of the CONTRACTOR to receive and review all County Plans, Ordinances, Forms (as applicable) and templates for reviewing, analyzing, preparing, and processing the permit application products and documents. It shall be the responsibility of the CONTRACTOR to endeavor to learn and master the County’s permitting and related environmental review process to minimize involvement of staff time during the processing of the individual permits.
- 5.2.12 **Files and file Organization:** CONTRACTOR shall receive a copy of the Planning Department’s file and all subsequent correspondence. All e-mails and electronic files shall be forwarded immediately to County’s Project Planner.
- 5.3 **Scheduled Documents Delivered:** CONTRACTOR shall deliver one electronic copy and one clean hard copy original of the staff report with all required attachments per County format and requirements at least two weeks prior to the public hearing as the final completed product with all reviews and required approvals. CONTRACTOR shall deliver one electronic copy and one original hard copy of the Initial Study/Negative Declaration (where required) pursuant to a schedule set at the time the CEQA determination is made. By no later than when the Initial Study is ready for release to the public for the public review and comment period, CONTRACTOR shall provide to the County a complete and accurate copy of all references listed in the environmental review document prepared by CONTRACTOR.
- 5.4 The Scope of Work for groundwater well application includes but is not limited to the following:

5.4.1 **Well Permit Review:** This task includes review of a well permit application and completion of the screening tool. Each well permit application is anticipated to be complete and provide all information needed for use of the screening tool. Based on the Environmental Health Bureau (EHB) well application review process, each application will include:

- A two-page application form, deemed complete by EHB staff; and
- A one-page well routing form/fee worksheet, completed by EHB staff; and
- County GIS map (PBI map) with parcel information and identification of potential hazards, historical and cultural resource sensitivity, biological resources, and other information; and
- A four-page well construction form, completed by EHB staff, identifying requirements that may be required for the permit; and
- Comments from other County departments, as applicable, including: Monterey County Water Resources Agency, EHB and Monterey Peninsula Water Management District.

It is anticipated that EHB or Housing & Community Development will forward permits to CONTRACTOR after completion of the internal review process and will only forward permit applications for wells in the inland areas of the county, outside the Area of Impact. Upon receipt of each well permit application, CONTRACTOR will complete the screening tool prepared by the County and prepare a brief memorandum recommending whether the permit be considered ministerial or discretionary, and (for those determined to be discretionary), what level of CEQA review is anticipated. The memorandum and complete screening tool will be submitted within two weeks of receipt of the complete well application package from EHB. If a high volume of permit applications is received at one time, this timeframe may be extended.

For those applications recommended as ministerial, a notice of exemption will be prepared and provided to HCD for signature with the memorandum. For those recommended as discretionary, CONTRACTOR will request email authorization from County to proceed with steps as outlined in Sections 5.2 and 5.3.

5.5 The Scope of Work for advance planning services includes but is not limited to the following:

5.5.1 **Initial Contact:** HCD shall provide a project specific scope of work and will identify the tasks that are to be performed by CONTRACTOR for the project. CONTRACTOR, before proceeding, shall articulate in writing a statement defining the steps required to process the project, confirming County expectations regarding staff assignment and the definition of the work effort required to process the application and scheduling on a draft budget sheet.

5.5.2 **Cost/Time Estimate:** CONTRACTOR shall submit their Qualifications with a budget estimate to include hours to complete the tasks required to complete the project as identified by HCD.

5.5.3 **Notice to Proceed:** HCD shall provide CONTRACTOR a notice to proceed with the work within the scope and budget as identified in sections 5.5.1 and 5.5.2.

## **6.0 CONTRACT TERM**

- 6.1 The term of the AGREEMENT(s) will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) additional one (1) 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.
  - 7.3.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.
  - 7.3.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).
  - 7.3.3 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

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

<b><u>Proposal Package Layout</u></b> <b>Organize and Number Sections as Follows:</b>	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	RFQ SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PRE-QUALIFICATIONS/LICENSING REQUIREMENTS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	STATEMENT TO SERVICE ENTIRE COUNTY
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING/FEES
Section 7	EXCEPTIONS
Section 8	APPENDIX

#### **Section 1 Requirements:**

**Cover Letter:** All proposals must be accompanied by a cover letter not exceeding two pages and 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 has been in existence.

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

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### **Section 2. Pre-Qualifications/Licensing Requirements:**

**Pre-Qualifications/Licensing:** CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications and licensing requirements as set forth in Section 7.0 herein.

### **Section 3, Project Experience and References:**

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

**Experience and 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, Statement to Service Entire County:**

Include a statement acknowledging which of the following locations your company will 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 5, Environmentally Friendly Practices:**

CONTRACTOR shall summarize all environmentally friendly practices it adheres to while doing business as relevant to County's Climate-Friendly Purchasing Policy. <https://countyofmonterey.sharepoint.com/sites/Infonet/contracts-purchasing/documents-policies/procurement-policies>.

CONTRACTOR shall indicate whether it is a 'Green Certified' Business and state which governing authority administered the certification.

### **Section 6, Pricing/Fees:**

Selection of CONTRACTOR shall be based on qualifications per the Selection Criteria listed herein. Fees may be negotiated after the tentative award announcement is made for this solicitation. If fee negotiations with the firm determined the most qualified are

not successful and/or the fees discussed are outside the budgetary constraints for the services, County reserves the right to suspend negotiations with the most qualified firm, and proceed to second most qualified firm, and so on.

The Fee Schedule must be valid for the initial three (3) year term of the AGREEMENT. Expenses, including travel [not to exceed the Internal Revenue Service (IRS) allowance rates as per County of Monterey Travel Policy] shall be included.

### **Section 7, Exceptions:**

Submit 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 8, Appendix:**

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

- 8.2 ADDITIONAL REQUIREMENTS: To be considered “responsive,” the submitted proposal package shall adhere to the following:
- 8.2.1 Five (5) sets of the proposal package [one (1) original proposal marked “Original” plus four (4) copies] shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP #10786.” In addition, submit one (1) electronic version of the entire proposal on a USB memory stick. Additional copies may be requested by County at its discretion.
  - 8.2.2 Proposal packages shall be prepared on 8-1/2” x 11” paper, preferably duplex printed and stapled together without binder or plastic enclosure (environmentally friendly). Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
  - 8.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
  - 8.2.4 CONTRACTOR shall not use white-out or similar correction products to make late changes to their proposal package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
  - 8.2.5 To validate your proposal package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposal packages submitted without that page will be deemed non-responsive. The Proposal Signature Page may be signed digitally or manually. If manually signed, BLUE ink is required and must be included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and



corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

- 8.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal or qualifications package 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. CONTRACTOR acknowledges that any other method of marking documents as proprietary will be assumed to be residual and will be disregarded.

## 9.0 SUBMITTAL INSTRUCTIONS AND CONDITIONS

- 9.1 Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSALS OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFQ #10786 and CONTRACTOR’S COMPANY NAME.**
- 9.2 Mailing Address: Proposal or qualifications packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 9.3 Due Date: Proposal or qualifications packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal or qualifications package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 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 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.
- 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 or qualifications package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked “No Bid.”
- 9.7 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.

- 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 qualifications with respect to the selection criteria. The absence of required information may cause the Qualifications to be deemed non-responsive and may be cause for rejection.
- 10.2 The selection criteria include the following:
- 10.2.1 Ability of the CONTRACTOR to demonstrate direct experience providing assistance to process groundwater well permits, individual development permit applications and related environmental review (exemption determinations and/or initial studies) from the permit application “complete” stage to the final decision on an as-needed basis, and advance planning services;
  - 10.2.2 Competitive pricing most favorable to the County of Monterey as per Attachment A Pricing Schedule;
  - 10.2.3 Client references;
  - 10.2.4 Responsiveness to the specific service requirements listed in RFP #10786;
  - 10.2.5 Proven ability for timeliness.
- 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 ATTACHMENT A - PRICING SCHEDULE for the provision of services as outlined within this RFP.

- 11.2 CONTRACTOR prices stated in ATTACHMENT A - 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 General Requirements: Each local supplier funded in whole or in part by County funds, or funds which the County expends or administers, shall be eligible for a local preference as provided in this section.
- 12.2 The foregoing provisions apply only to competitive bids that require that contracts be awarded to the lowest responsible bidder. For contracts awarded pursuant to requests for proposals or requests for quotations, the awarding authority may consider, as one of the factors in determining the most suitable proposal or quotation, whether a local supplier submits the proposal or quotation.
- 12.3 Definitions: For the purpose of this Section, the following terms have the meanings indicated:
- 12.3.1 "Area" means Monterey County, San Benito County, and Santa Cruz County.
- 12.3.2 "Bid" includes any competitive bid, whether formal or informal.
- 12.3.3 "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five consecutive years.
- 12.3.4 "Supplier" shall mean a business or resident providing goods, supplies, or professional services.
- 12.4 Link to the County's Local Preference Policy:  
<https://www.co.monterey.ca.us/home/showdocument?id=22313>

## 13.0 INSURANCE REQUIREMENTS

### 13.1 Evidence of Coverage:

13.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

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

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

### 13.3 Insurance Coverage Requirements:

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

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

occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an AGREEMENT, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of an AGREEMENT.

#### 13.4 Other Insurance Requirements:

- 13.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.
- 13.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 13.4.3 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.
- 13.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.
- 13.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have

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

## 14.0 CONTRACT AWARDS

- 14.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 14.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 14.3 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.
- 14.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 14.5 Notification: All CONTRACTORS who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.
- 14.6 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.

## 15.0 SEQUENTIAL CONTRACT NEGOTIATION

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.

## 16.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, like 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.

## **17.0 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.

## **18.0 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 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," in strict conformity with the specific requirements set forth in Section 8.3 above. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential. As a California government entity, 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.

## **19.0 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. 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.

**SAMPLE AGREEMENT SECTION**

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

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



**ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE**

**ATTACHMENT A – CLIENT REFERENCES**

*Please submit a minimum of three (3) references.*

**CLIENT NAME:** \_\_\_\_\_

**CONTACT:** \_\_\_\_\_

**E-MAIL AND PHONE NO.:** \_\_\_\_\_

**DESCRIPTION OF PROJECT:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CLIENT NAME:** \_\_\_\_\_

**CONTACT:** \_\_\_\_\_

**E-MAIL AND PHONE NO.:** \_\_\_\_\_

**DESCRIPTION OF PROJECT:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CLIENT NAME:** \_\_\_\_\_

**CONTACT:** \_\_\_\_\_

**E-MAIL AND PHONE NO.:** \_\_\_\_\_

**DESCRIPTION OF PROJECT:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[Additional pages may be used as necessary]*

*---End of Attachment A---*

<b>ATTACHMENT B – PRICING SHEET</b>
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Service:	State your firm's rate of the cost for review:
Permit Review (regular)	
Advance Planning (regular)	
Other (indicate)	

Service:	State your firm's rate in dollars per each hour:
Permit Review (regular)	
Advance Planning (regular)	
Other (indicate)	

The undersigned, having read and understood all proposal information, hereby submits hourly rates. It is understood that the basic design of each particular type of facility can be duplicated as the situation permits. It is also understood that the Fee Schedule will be used by the COUNTY as a criteria to select the firm(s) for possible interviews by the Selection Committee, but that a final fee may be negotiated with the qualified firm(s) for the required services.

Reimbursable Items to be Billed (Please list)	Estimated Cost Bills (Note, indicated markup should not exceed 10%)	
	Total Cost	% of Markup calculated

**Pricing sheet shall be submitted in a separate sealed envelope.** Pricing shall only be opened for the awarded CONTRACTOR(s).

---End of Attachment B---

## ATTACHMENT C – 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 they meet 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 they meet all the criteria listed within the policy, which can be accessed online at the following link:

Policy 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 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 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 of the three counties within the Area when the address is in an unincorporated area within one of the three counties as defined as “Area”; and

It employs at least one 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 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 proposal 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 of the three 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:** \_\_\_\_\_

**Name of Authorized Representative:** \_\_\_\_\_

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

**Telephone Number (with Area Code):** \_\_\_\_\_

**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 C---*

### SIGNATURE PAGE

COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DIVISION

RFQ # **10786**  
ISSUE DATE: APRIL22, 2021



RFQ TITLE: PLANNING CONSULTANT SERVICES

QUALIFICATIONS ARE DUE TO THE HOUSING AND  
COMMUNITY DEVELOPMENT DEPARTMENT BY  
3:00 P.M., LOCAL TIME, ON FRIDAY, JUNE 4, 2021

**MAILING ADDRESS:**  
COUNTY OF MONTEREY  
HOUSING & COMMUNITY DEVELOPMENT  
1441 SCHILLING PLACE, 2<sup>ND</sup> FLOOR  
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFQ SHOULD BE DIRECTED TO ERIK LUNDQUIST, CHIEF OF PLANNING,  
[lundquiste@co.monterey.ca.us](mailto:lundquiste@co.monterey.ca.us), (831) 755-5154

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original, one electronic, 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 qualifications at the price quoted, subject to the instructions and conditions in the Request for Qualifications package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this qualification package.

Company Name: \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number (with Area Code): \_\_\_\_\_ Fax (with Area Code): \_\_\_\_\_

Email: \_\_\_\_\_

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

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