

## Attachment 2

This page intentionally left blank.



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

---

**REQUEST FOR PROPOSALS #10824  
FOR  
CASTROVILLE COMMUNITY PLAN UPDATE  
AND  
DEVELOPMENT IMPACT FEE NEXUS STUDY**

**Proposals are due by 3:00 p.m. (PST) on November 19, 2021**

**(THIS PAGE INTENTIONALLY LEFT BLANK)**

Table of Contents

**SOLICITATION DETAILS SECTION ..... 1**

1.0 INTENT.....2

2.0 BACKGROUND .....2

3.0 CALENDAR OF EVENTS .....3

4.0 COUNTY POINT OF CONTACT .....4

5.0 SCOPE OF WORK .....5

6.0 CONTRACT TERM .....6

7.0 LICENSING/SECURITY REQUIREMENTS .....6

8.0 PROPOSAL PACKAGE REQUIREMENTS .....7

9.0 SUBMITTAL INSTRUCTIONS AND CONDITIONS ..... 10

10.0 SELECTION CRITERIA ..... 11

11.0 FEE SCHEDULE AND COST ESTIMATE/PROPOSAL ..... 12

12.0 PREFERENCE FOR LOCAL CONTRACTORS..... 13

13.0 INSURANCE REQUIREMENTS ..... 13

14.0 CONTRACT AWARDS ..... 15

15.0 SEQUENTIAL CONTRACT NEGOTIATION ..... 16

16.0 AGREEMENT TO TERMS AND CONDITIONS ..... 16

17.0 COLLUSION ..... 16

18.0 RIGHTS TO PERTINENT MATERIALS ..... 16

19.0 PIGGYBACK CLAUSE ..... 17

**SAMPLE AGREEMENT SECTION .....17**

**ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE .....18**

**ATTACHMENT A – CLIENT REFERENCES.....19**

**ATTACHMENT B – LOCAL BUSINESS DECLARATION FORM .....20**

**SIGNATURE PAGE.....22**

## **SOLICITATION DETAILS SECTION**

## **1.0 INTENT**

- 1.1 The County of Monterey Housing and Community Development [HCD], hereinafter referred to as “County,” is soliciting Proposals from a qualified organization(s), hereinafter referred to as “CONTRACTOR,” to provide extensive planning and environmental analysis services to update the Castroville Community Plan and perform an associated Development Impact Fee Nexus Study (“Nexus Study”).
- 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 services related to the Castroville Community Plan update and Nexus Study. 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. Castroville is an unincorporated area located in the northern part of the County, 14 miles north of Salinas, CA and 31 miles south of Santa Cruz, CA.
- 2.2 The Planning Division within the Housing and Community Development Department (HCD) is responsible for developing an annual General Plan Implementation Work Program that includes a list of Priority Tasks. One of the priority tasks is to review and update the Castroville Community Plan, with an emphasis on affordable housing. Grant funds will be utilized to fund much of the work related to the review and update of the Castroville Community Plan.
- 2.3 The Castroville Community Plan is part of the Monterey County General Plan, and includes land use designations, infrastructure improvements, public facilities, and an economic development strategy specific to the area within the Community Plan Boundary. The Community Plan contains specific requirements for new development that are more detailed than requirements generally applied by the County to areas outside community plan areas. These requirements include zoning classifications which require that new development conform with this Community Plan. Additionally, the Community Plan includes specific Design Guidelines and Development Standards which assist in the interpretation of the Community Plan. The Design Guidelines and Development Standards are included in the Monterey County Zoning code. Those portions of the Community Plan that fall within the Coastal Zone are not operational since the Coastal Commission has not certified the plan or an amendment to the North County Land Use Plan.
- 2.4 The Castroville Community Plan also identifies needed community facilities and a financing strategy that, in part, includes impact fees based upon land use type.
- 2.5 Complete copies of the current Castroville Community Plan and County’s 2010 General Plan can be found on the County’s HCD website or by clicking the links below:

Castroville Community Plan:

<https://www.co.monterey.ca.us/home/showpublisheddocument/37899/636371078063730000>

County's 2010 General Plan:

<https://www.co.monterey.ca.us/government/departments-a-h/housing-community-development/planning-services/land-use-regulations/2010-general-plan>

- 2.6 Policy C-1.11 of Monterey County's 2010 General Plan requires new development to pay a Regional Traffic Impact Fee and Chapter 12.90 of Monterey County Codes authorizes collection of said fee.
- 2.7 The Transportation Agency of Monterey County (TAMC) is required, under state law, to update the Regional Development Impact Fee (RDIF) every five (5) years. This process includes reviewing land-use and population assumptions in the regional travel demand model, forecasting future demands, updating project lists as necessary to meet those demands, revising project costs, and developing an updated fee schedule. Acting as the RDIF Joint Powers Agency (RDIF Agency), the TAMC Board of Directors approved the updated fee schedule on September 26, 2018.
- 2.8 The Monterey County Board of Supervisors adopted Resolution 19-044 on February 12, 2019 updating the County's fee schedule for the Regional Development Impact Fee.
- 2.9 This Request for Proposals (RFP # 10824) is structured so as to award Agreement(s) to qualified CONTRACTORS to perform the services listed within Section 5.0 for the County of Monterey's Housing and Community Development Department.

### 3.0 CALENDAR OF EVENTS

- |     |                                     |                                   |
|-----|-------------------------------------|-----------------------------------|
| 3.1 | Issue RFP                           | October 7, 2021                   |
| 3.2 | Deadline for Written Questions      | 3:00 p.m., PST, October 29, 2021  |
| 3.3 | Proposal Submittal Deadline         | 3:00 p.m., PST, November 19, 2021 |
| 3.4 | Estimated Notification of Selection | November/December 2021            |
| 3.5 | Estimated AGREEMENT Date            | December 2021                     |

*This schedule is subject to change as necessary.*

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



**IT IS THE 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: **Craig Spencer, Chief of Planning**  
1441 Schilling Place, 2<sup>nd</sup> Floor  
Salinas, CA 93901-4543  
PHONE: (831) 755-5233  
FAX: (831) 757-9516  
Email: [spencerc@co.monterey.ca.us](mailto:spencerc@co.monterey.ca.us)

Copy: **Marcela Ramirez, Management Analyst II**  
Email: [ramirezm11@co.monterey.ca.us](mailto:ramirezm11@co.monterey.ca.us)

- 4.2 All questions regarding this solicitation shall be submitted in writing via e-mail. 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 CONTRACTORS 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

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

- 5.1 Castroville Community Plan and associated Development Impact Fee Nexus Study: CONTRACTOR shall analyze and revise the Castroville Community Plan (CP). CONTRACTOR to analyze the existing plan and provide recommendations to the County of specific elements requiring an update, specifically removing the coastal zone and updating commuter train station area. The plan update should only address property in the County covered by Title 21, the inland zoning ordinance, and the 2010 General Plan. Additionally, CONTRACTOR shall conduct community meetings, determine where re-zoning would be appropriate (eg: Mixed-Use, High Density Residential, etc.), draft an updated plan, and perform California Environmental Quality Act (CEQA) analysis.

CONTRACTOR shall also perform analysis work on development impact fees. An update to the Community Plan and associated Development Impact Fees Nexus Study is required to align and update impact fees with current projects and to encourage affordable housing. Current fees were adopted by the County Board of Supervisors. A study will be required to propose an update.

5.1.1 **Kickoff Meeting**

CONTRACTOR shall meet with County to discuss the Castroville Community Plan Update and Development Impact Fee Nexus Study, approach, and set timeline for upcoming activities.

5.1.2 **Initial Castroville Community Plan Analysis**

CONTRACTOR shall review and assess the current plan and develop strategy for its update.

5.1.3 **Community Engagement and Meetings**

CONTRACTOR shall make an earnest effort to engage the community by encouraging community participation and input. CONTRACTOR shall conduct Community Outreach Meetings as part of analysis work and study. Community engagement and outreach shall include facilitating information to a bilingual audience, English/Spanish. Information shall be available online to bilingual audience as well. As such, the scope of work and proposal package shall include a community engagement plan including indication of an online platform to promote and solicit community input.

5.1.4 **Analysis Work**

CONTRACTOR shall conduct analysis work and provide a report to County, including recommendations on the update to the Community Plan.

5.1.5 **Draft Castroville Community Plan Update**

CONTRACTOR shall draft Castroville Community Plan.

**5.1.6 Prepare Draft Development Impact Fee Nexus Study**

CONTRACTOR shall prepare Development Impact Fee Nexus Fee Study

**5.1.7 Perform Environmental Review pursuant to California Environmental Quality Act (CEQA)**

CONTRACTOR shall prepare the appropriate environmental review.

**5.1.8 Finalize Castroville Community Plan Update and Development Impact Fee Nexus Study**

CONTRACTOR shall incorporate County comments into draft documents and provide draft of Final Castroville Community Plan Update and Development Impact Fee Nexus Study. CONTRACTOR shall assist County Staff in the Planning Commission and Board of Supervisors approval process and respond to any follow-up questions.

## **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 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 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)
	RFP 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	PROJECT MANAGEMENT APPROACH
Section 5	COST MANAGEMENT APPROACH
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 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.

## **Table of Contents**

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

**Pre-Qualifications/Licensing:** CONTRACTOR must acknowledge in writing that it meets any pre-qualifications and licensing requirements 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, Project Management Approach:**

CONTRACTOR shall provide a project management approach describing approach and the steps and methods to be used to complete the Project in the Scope of Services. The CONTRACTOR shall include a community engagement plan including indication of an online platform to promote and solicit community input.

### **Section 5, Cost Management Approach:**

CONTRACTOR shall provide a cost management approach in the form of a Cost Estimate or Proposal.

### **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.

CONTRACTOR must submit a fee schedule with the compensation rates of the personnel assigned to the Project outlined in this RFP. Fees may be negotiated after the tentative award announcement is made for this solicitation. If fee negotiations with the firm determined most qualified are not successful, and/or the fees discussed are outside the budgetary constraints for the project. COUNTY reserves the right to suspend negotiations with the most qualified firm, and proceed to second most qualified firm, and so on.

### **Section 7, Exceptions (if applicable):**

Submit all exceptions to this solicitation on separate pages and clearly identify the top of each page with “**EXCEPTION TO MONTEREY COUNTY SOLICITATION RFP #10824.**” 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 #10824.” 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**: 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 SUBMITTAL INSTRUCTIONS AND CONDITIONS

- 9.1 **Submittal Identification Requirements**: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSALS MUST BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED: **THE SOLICITATION NUMBER RFP #10824 and CONTRACTOR'S COMPANY NAME**.
- 9.2 **Mailing Address**: Proposal 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 Proposal to be deemed non-responsive and may be cause for rejection.

- 10.2 The selection criteria include, but are not limited to, the following:

The firm selected pursuant to this RFP (CONTRACTOR) will possess a combination of professional skills, acquired abilities, expert knowledge and training required to: a) work effectively and harmoniously with County staff, other regulatory agencies, and others involved in the development of ordinances, programs and plans; b) independently prepare



draft ordinances, programs and plans, c) meet established work deadlines, and d) independently prepare necessary environmental documentation.

Evaluation criteria, used to select a CONTRACTOR, will include the CONTRACTOR'S ability to perform and knowledge of the following critical areas:

- Working knowledge of municipal, state and federal planning and environmental laws, standards and practices.
- Working knowledge of Monterey County 2010 General Plan, EIR, and Castroville Community Plan.
- Collection of real time planning and environmental data.
- Planning techniques, policies and procedures.
- Experience in ordinance writing, preparing implementation programs, and preparation of community planning documents.
- Technical expertise in the particular area of concern (ie biology, climate change, hydrology, noise, etc.)
- Experience in preparing environmental documents associated implementation of ordinances, programs and planning documents.
- Previous experience in meeting established project deadlines and performing within an established budget.
- Previous experience preparing development impact fee nexus studies.

The selection of CONTRACTOR(s) and subsequent contract award will be based on the criteria contained in this Request for Proposals, the demonstrated competence of the CONTRACTOR.

- 10.3 AGREEMENT award(s) will not be based on cost alone.
- 10.4 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.
- 10.5 The award made from this RFP may be subject to approval by the County Board of Supervisors.

## **11.0 FEE SCHEDULE AND COST ESTIMATE/PROPOSAL**

- 11.1 CONTRACTOR(s) shall submit a FEE SCHEDULE AND COST ESTIMATE or PROPOSAL for the provision of services as outlined within this RFP, as indicated in the Proposal Package Requirements
- 11.2 CONTRACTOR prices stated in the 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.
- 11.3 Prior to the start the Project, the County and CONTRACTOR(s) will mutually agree upon the budget for the Project.

11.3.1 The County will provide a defined scope.

## **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 This is a Qualifications Based selection process; accordingly, 5% shall be added to the overall scoring evaluation for local bidders.
- 12.3 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---*



## ATTACHMENT B – 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 B---*

## SIGNATURE PAGE

COUNTY OF MONTEREY  
HOUSING AND COMMUNITY DEVELOPMENT

RFP # **10824**  
ISSUE DATE: OCTOBER 7, 2021



RFP TITLE: CASTROVILLE COMMUNITY PLAN UPDATE AND DEVELOPMENT IMPACT FEE NEXUS STUDY

PROPOSALS ARE DUE TO THE HOUSING AND  
COMMUNITY DEVELOPMENT DEPARTMENT BY  
3:00 P.M., LOCAL TIME, ON FRIDAY, NOVEMBER 19, 2021

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

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO:  
CRAIG SPENCER, CHIEF OF PLANNING, [spencerc@co.monterey.ca.us](mailto:spencerc@co.monterey.ca.us), (831) 755-5233

COPY TO:  
MARCELA RAMIREZ, MANAGEMENT ANALYST II, [ramirezm11@co.monterey.ca.us](mailto:ramirezm11@co.monterey.ca.us), (831) 784-5918

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

- Proposal Package (as required by this RFP)

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.0 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 Proposals 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 Number (with Area Code): \_\_\_\_\_ Fax (with Area Code): \_\_\_\_\_

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

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

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