

**PLACER COUNTY
PROCUREMENT SERVICES DIVISION**

on behalf of the

**Community Development Resource Agency
Planning Services Division**



REQUEST FOR PROPOSALS

for

Housing Element Update 2021-2029

RFP No. 100253

Release Date: May 15, 2019

**Submittal Deadline: June 10, 2019
not later than 5:00 PM (Pacific)**

Placer County RFP No. 100253
Housing Element Update 2021-2029

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 INTRODUCTION	1
2.0 RFP SCHEDULE	1
3.0 SCOPE OF WORK – HOUSING ELEMENT 2021-2029	2
4.0 SCOPE OF WORK – ADDITIONAL RELATED SERVICES	Error! Bookmark
not defined.	
5.0 ASSIGNMENT OF WORK.....	Error! Bookmark not defined.
6.0 ASSURANCE OF DESIGNATED STAFF	4
7.0 GENERAL TERMS & CONDITIONS.....	4
8.0 SUBMITTAL FORMAT REQUIREMENTS	5
9.0 SUBMITTAL INSTRUCTIONS	7
10.0 EVALUATION CRITERIA.....	8
11.0 SELECTION PROCEDURE	9

ATTACHMENTS

- A. Required Statements**
- B. Draft Contract**
- C. Cost Proposal Form**

1.0 INTRODUCTION

The County of Placer is soliciting proposals from qualified consultants with specific experience in Housing Element updates as required by California State law. Work includes review and update of the County's current Housing Element for the next 8-year Housing Element cycle of 2021-2029, incorporating all State Law changes and any additional requirements from the California Department of Housing and Community Development (HCD).

This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Direct all inquiries regarding this RFP using the Question tool in Public Purchase, or contact:

April Pay, CPPO, CPPB
Placer County Procurement
2964 Richardson Drive
Auburn, CA 95603
Phone: (530) 889-4253
Email: apay@placer.ca.gov

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Placer County Procurement Services Division.

All addenda for this RFP will be distributed via Placer County's website:

<http://www.placer.ca.gov/admin/procurement/openbids.aspx>

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

2.0 RFP SCHEDULE

The following represents the general schedule for this RFP. Any significant changes in the scheduled dates will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

Deadline for Final Questions.....	May 31, 2019
Submission Deadline.....	June 10, 2019
Evaluation of Responses.....	June 11-27, 2019
Interviews of short-listed firms *.....	July 3, 2019
Board Approval	August 2019

* Firms must be available on the date noted.

3.0 SCOPE OF WORK

The County intends to contract with a single consultant or firm to provide planning, environmental review, and processing services to update the County's Housing Element for the next cycle from 2021-2029, pursuant to California Housing Element law, California Department of Housing and Community Development (HCD) rules, procedures, and practices and the California Environmental Quality Act (CEQA). The selected consultant will work with County staff, stakeholders, decision-makers, citizens and government agencies to prepare the 2021-2029 Housing Element.

3.1 The required services will include but will not necessarily to be limited to:

- a. Develop a time line schedule with milestones for certification of the Housing Element by the State HCD by or before June 2021. The schedule shall include time lines for response to HCD review and HCD certification of the Housing Element Update and County staff review times.
- b. Review the County's current 2013-2021 Housing and General Plan Land Use and other related Elements to determine required amendments.
- c. Conduct an appropriate community outreach program which may include the preparation of presentations handouts and media for posting on the County website, as well as conducting public workshops in compliance with State law. The community outreach program shall include a Housing Element steering committee that shall meet once per month for the entire project schedule.
- d. Update sections of the County Housing, Land Use and all other relevant Elements in compliance with HCD guidelines and State law, including all tables, maps, etc.
- e. Prepare and submit one (1) reproducible copy and one (1) electronic copy in Microsoft Word format and one (1) Adobe Portable Document Format (PDF) of the Administrative Draft Housing Element for County staff to review and comment in accordance with the project's schedule.
- f. Revise the Administrative Draft to incorporate staff's comments and submit one (1) reproducible copy, one (1) electronic copy in Microsoft Word format, and one (1) electronic copy in Adobe Portable Document Format (PDF) of the Draft Housing Element and related Draft General Plan Elements for County staff distribution to HCD, the Board of Supervisors, the Planning Commission, and the general public for review and comment.
- g. Coordinate with County staff and Environmental Consultant that appropriate environmental documents are prepared, posted, and filed for compliance with the California Environmental Quality Act (CEQA).
- h. Prepare addendum and revisions to draft documents both in response to County input and comments from HCD, including tracking of said revisions.
- i. Prepare Final Draft Updated Housing Element in response to comments from HCD, responsible agencies, County staff, the Planning Commission, Board of Supervisors, and the public. Upon determination of compliance by HCD of the Final Draft Housing Element and Draft Land Use Element, the consultant will submit thirty (20) bound copies, one (1) electronic copy in Microsoft Word format, and one (1) electronic copy in Adobe Portable Document Format (PDF) of the Final Draft Housing Element and Final Draft Land Use Element (2015-2025) for distribution to the Planning Commission and the Board of Supervisors for final adoption at corresponding public hearings.
- j. Attend, present, and participate in Planning Commission meetings, Board of Supervisors meetings, Housing steering committee meetings, informational workshops and study session meetings, County staff meetings, and public hearings as required by the County.

- k. Prepare public meeting presentation materials, memos, letters, and other documents as required by County staff.
- l. Provide regular e-mail progress reports to the County Project Planner.
- m. Assist in the preparation of staff reports and exhibits for the Planning Commission and the Board of Supervisors.
- n. Coordinate with County staff and HCD staff as necessary.
- o. Upon adoption of the Final Draft Housing Element and Final Draft General Plan Elements by Board of Supervisors, the consultant will prepare a final adopted version with the date of adoption prominently displayed on the front cover and throughout the document to distinguish it as the official document from other versions of the Housing Element and other amended General Plan Elements. The consultant shall provide thirty (30) bound copies, one (1) electronic copy and one (1) electronic copy in Adobe Portable Document Format (PDF) of the adopted Housing Element and one updated General Plan inclusive of all amended Elements for distribution to HCD, County departments, and other stakeholders.
- p. The consultant shall assist the County in achieving State certification of the Housing Element after adoption by the Board of Supervisors and shall perform all tasks necessary to obtain HCD certification.

3.2 Deliverable Work Products – All materials must be provided in electronic format unless otherwise noted:

- a. Community/Stakeholder workshop materials/summary
- b. Administrative review draft Background Report
- c. Administrative review draft Policy Document
- d. Public review draft Housing Element (20 hard copies and electronic copies)
- e. Public review draft amended General Plan Elements
- f. Planning Commission and Board of Supervisors Study Session PowerPoint presentations and materials
- g. HCD review draft Housing Element
- h. Response to HCD comments
- i. Public hearing draft Housing Element and related General Plan Elements proposed for amendment (20 hard copies and electronic copies)
- j. Planning Commission and Board of Supervisors Public Hearing PowerPoint presentations
- k. Final Housing Element and transmittal memorandum to HCD (20 hard copies and electronic copies)
- l. Electronic delivery to County all draft and final documents and GIS maps

3.3 Project Schedule – The following represents the anticipated schedule for the 2021-2029 Housing Element Update:

<u>Task</u>	<u>Approx. Completion Date</u>
Project Initiation (1 month)	August – September 2019
Update the Housing Element (4 months)	August – December 2019
Public Review of Draft Housing Element (2 months)	December 2019 - January 2020
HCD Review and Housing Element Revision (5 months)	February – June 2020
Environmental Review Process (9 months)	May 2020 – February 2021
Public Review and Adoption (3 months)	March – June 2021

4.0 ASSURANCE OF DESIGNATED STAFF

Proposers shall assure that the designated staff, including subcontractors, is used for the work described in this RFP. Departure or reassignment of, or substitutions for, any member of the designated team or subcontractor(s) shall not be made without the prior written approval of the County.

5.0 GENERAL TERMS & CONDITIONS

- 5.1 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Placer. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Placer, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 5.2 **Publicity Clause:** Respondent must obtain prior written approval from the County for use of information relating to the County or this Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.
- 5.3 **Non-Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 5.4 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 5.5 **Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
- 5.6 **Protests and Appeals.** In accordance with Section 5.0 of the Placer County Procurement Policy, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal the County's action. The protest shall be submitted in writing within five (5) County business days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

6.0 SUBMITTAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

All copies of the proposal should be bound or contained in loose leaf binders. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this Section as specified below.

6.1 **Cover Letter** with the following information:

- Title of this RFP
- Name and mailing address of firm (include physical location if mailing address is a PO Box)
- Contact person, Email address, telephone number, and fax number.

The County will use email to notify your firm of critical developments such as interview schedules, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who has frequent access to email. The County will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The County will not attempt to re-deliver any messages which fail due to no fault of the County.

6.2 **Signature Requirements** - The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract, if offered.

- Responses submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Responses which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Responses which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

6.3 **TAB A: Firm's Qualifications** – Describe the firm and provide a statement of the firm's qualifications for performing requested consulting services. Indicate any specialized expertise relevant to Housing Element updates and related planning, environmental, and processing in furtherance of meeting the County's obligations in the housing element.

- 6.4 **TAB B: Firm’s Experience and References** – Provide a summary of the firm's experience with similar projects. The summary should include a minimum of three related projects, including dates and brief descriptions of the projects. Include references for three of the projects stated in your summary, including date of project, contact person and phone number, and a brief description of the project that clearly demonstrates your firm’s abilities.
- 6.5 **TAB C: Qualifications of Team** – Provide a brief summary of the qualifications and experience of each team member who will be assigned to this project. Include each individual’s length of service with the firm and résumé, and the qualifications/experience of any sub consultant staff on your team. include a brief discussion of current project commitments made to other agencies and a table showing the percentage of time key staff members are available during the performance of the work under the resulting contract.
- 6.6 **TAB D: Proposed Project Plan** –. Provide a sample project plan, including suggestions for an effective community outreach and input methodology, state compliance and certification coordination, estimated timetable for completion of this task and list of expected deliverable work products for the update of the Housing Element and preparing related environmental documentation. Indicate the interrelationship of all work products, including the expected depth and scope of analysis of research proposed. Explain how the County’s existing Housing Element will be reviewed and utilized in preparation of the updated Housing Element. Identify areas where there are anticipated additional requirements from previous updates due to changes in housing laws and/or HCD and any baseline data or studies that will be required, if any, and how this will impact the timetable for completion. Include a proposed schedule that will meet the anticipated timeline denoted in Section 3.3.
- 6.7 **TAB E: Required Statements** – This section must include the statements identified below. For your convenience, you may complete and return **Attachment A**.
- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (**reference the addenda by date and/or number**).
 - B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (PRA). Proposers shall include a statement that describes the specific portion(s) of their submittal that they consider exempt from disclosure under the PRA. In the event the County receives a PRA request for documents that may include some or all of this submittal, the County will consider the proposer’s statement, but will make its own determination as to what will be released. County will then notify the submitting firm of its determination, and provide the submitting party with 10 days in which to seek legal remedies to prevent such disclosure.
 - C. Include a statement of assurance that you will not substitute members of your designated team without approval by Placer County staff (per **Section 4.0**).
 - D. Include a statement which declares there is no Conflict of Interest (per **Section 5.4**).
 - E. Provide a statement attesting there has been no Collusion (see **Section 5.5**)
 - F. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the Draft Contract (**Attachment B**). (Please note that actual Certificates of Insurance are not required as part of your submittal.)
 - G. Provide a statement certifying that your firm is not currently subject to debarment under Title 49, Code of Federal Regulations, Part 29

6.8 **TAB F: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the Draft Contract (**Attachment B**). The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County’s determination of whether it is possible to successfully negotiate a contract with your firm/individual.

6.9 **COST PROPOSALS/FEE SCHEDULES**

Cost proposals will only be requested of the “short-listed” firms (those who are invited to interview (see Evaluation Criteria). If no interviews are held, the County will request a Cost Proposal from the top-ranked firm(s). Cost Proposals must be submitted within two (2) days after written request from the County

When preparing your Cost Proposal, use the form provided in **Attachment C** and provide a total cost proposal for all services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the County.

All Cost Proposals and Fee Schedules shall be signed and dated per Section 6.2 above and submitted in a separate sealed envelope or package at the time of request.

7.0 **SUBMITTAL INSTRUCTIONS**

7.1 Your submittal package shall include the following:

- **Six (6) printed copies** of your proposal; and
- **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media

7.2 Responses shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.

7.3 Responses must be submitted **ONLY** to:

Placer County Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603

7.4 Responses submitted to a location other than the above will not be considered duly delivered or timely. The County of Placer shall not be responsible for re-routing responses delivered to a person or location other than that specified above.

7.5 Faxed and/or emailed responses shall not be accepted.

7.6 Late submittals shall not be accepted or considered.

7.7 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and title on the outside of the parcel.

7.8 All submittals, whether selected or rejected, shall become the property of Placer County and will not be returned.

- 7.9 The County of Placer reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 7.10 All costs associated with response preparation shall be borne by the offeror.
- 7.11 All proposals shall remain firm for one hundred twenty (120) days following the closing date for the receipt of submittals.

8.0 EVALUATION CRITERIA

8.1 Evaluation of Written Proposals – Upon review of the written proposals, the County will use the following evaluation criteria and rating points to determine the most highly qualified firm(s) to be interviewed for the selection of the Housing Element Update

<u>Evaluation Criteria – Written Proposals</u>	<u>Maximum Points Possible</u>
A. Qualifications and Experience of firm (per Sections 6.3 and 6.4)	30
B. Qualifications and Experience of proposed staff (per Section 6.5)	40
C. Understanding of the Work – Proposed Project Plan (per Section 6.6)	30
Total Possible Points:	100

Pursuant to existing Placer County policy, a local preference credit of 5% for Placer County businesses will be permitted when evaluating responses to this RFP. The 5% credit will be added to the scores of qualifying firms during the evaluation process. Firms claiming Local Vendor Preference must submit an Affidavit of Eligibility with their response, unless an authorized affidavit is already on file. Preference criteria and affidavit forms may be obtained via the internet, by logging on to: www.placer.ca.gov/procurement/localvendorpref

8.2 Interviews – The following evaluation criteria and rating points will be used to determine the most highly qualified firm to be awarded a contract for the Housing Element Update.

<u>Evaluation Criteria - Interviews</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of firm	10
B. Experience and qualifications of proposed staff	25
C. Understanding of the project – Proposed Project Plan	30
D. Vendor response to the Interview	10
E. Reference Checks	5
F. Proposed Cost (per Section 8.9 A)	20
Total Possible Points:	100

9.0 SELECTION PROCEDURE

- 9.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the most highly-rated qualifications may be invited for interviews. If the County chooses to conduct interviews, the firm's proposed Lead Representative(s) must be present.
- 9.2 Interviews will be scored and ranked separately from the written proposals as described above. The County will score and rank firms' responses to interview questions or instructions, in addition to other relevant information provided or requested.
- 9.3 The County reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the response should be submitted initially on the most favorable terms that the firm or individual may propose.
- 9.4 The County reserves the right to conduct additional reviews of the responding firms and their capabilities in order to make an award that is in the best interest of the County.
- 9.5 The County reserves the right to select the firms or individuals who, in the sole judgment of the County, provide the most favorable responses to this RFP pursuant to the Evaluation Criteria indicated above.
- 9.6 The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 9.7 The County will notify all proposers whether or not they are selected. Email is the County's preferred method of communication for all stages of the RFP process.

REQUIRED STATEMENTS

This form is provided as a convenience for proposers to respond to the "Required Statements" section of this RFP. You may complete and return this form or include your own statements of assurance which meet the requirements.

By signature on the cover letter of this submittal and by including this document, I/we attest and agree to the following:

A. Scope of Work and Addenda

I/We will perform the services and adhere to the requirements described in this RFP, including the following addenda issued by the County (*list the addenda by date and/or number*):

B. Public Records Act

I/We acknowledge that subsequent to award of this RFP, all of part of this submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (govt. Code 6250, et seq), and that:

_____ None of this submittal is considered proprietary

OR

_____ The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the California Public Records Act/Government Code):

I/We acknowledge that the above statements may be subject to legal review and challenge.

C. Non-Substitution of Designated Staff

I/We assure that the designated project team, including sub-consultants (if any), is used for this project and that departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.

D. Non-Conflict of Interest

I/We warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

E. Non-Collusion

I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

F. Insurance Requirements

I/We agree to the indemnification and insurance requirements provided in the draft contract attached to the original RFP and that the cost of complying with the insurance requirements is included in our pricing. I/We agree to provide complete and valid insurance certificates within ten (10) days of the County's written request and acknowledge that failure to provide the documents within the time stated may result in the rejection of this proposal.

G. DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this document.

Administering Agency: Placer County Community Development Resource Agency

Contract No. _____

Contract Description: Housing Element Update 2021-2029

DRAFT
CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, 20__ by and between the County of Placer, ("County"), and _____ ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Consultant uses for billing clients similar to County. **The amount of the contract shall not exceed _____ Dollars (\$_____).**
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
8. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **Hold Harmless and Indemnification Agreement**. The Consultant hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. Consultant agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Consultant. Consultant also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Consultant or the County or to enlarge in any way the Consultant's liability but is intended solely to provide for indemnification of Placer County from liability for damages or injuries to third persons or property arising from Consultant's performance pursuant to this contract or agreement.

As used above, the term Placer County means Placer County or its officers, agents, employees, and volunteers.

10. **Insurance**. Consultant shall file with County a Certificate of Insurance, with companies acceptable to County, with a Best's Rating of no less than A-:VII showing the following coverage:

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Consultant's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Consultant.

Consultant shall require all Sub Consultants to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

Sole Proprietors

If Consultant is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Consultant shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.

GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Consultant, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Products and completed operations;
- (2) Contractual liability insuring the obligations assumed by Consultant in this Agreement; and
- (3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to Consultant's work under the Contract.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If Consultant carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

Consultant shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by Consultant shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The Consultant shall be responsible for all deductibles in all of the Consultant's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR's Obligations – Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - Consultant shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the Consultant to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Certificate Holder –Placer County subscribes to a service that monitors insurance certificates for compliance with the above requirements. The Certificate Holder on insurance certificates and related documents should read as follows:

County of Placer
c/o EXIGIS LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668
Fax: 888-355-3599
Email: certificates-placer@riskworks.com

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review. The County will forward those documents to Exigis LLC. Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Exigis LLC via fax or email as indicated above.

11. **Contractor Not Agent.** Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
12. **Assignment Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.
13. **Personnel.**
 - A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.

- B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subconsultants named in the Project Team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.
14. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.
15. **Termination.**
- A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
- 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
 - 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
- B. Consultant may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.

16. **Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
18. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.
19. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
20. **Conflict of Interest.** Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
21. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
22. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
23. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

24. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County Community Development
Resource Agency
Attn: **TBD**
3091 County Center Drive
Auburn, CA 95603

Phone:

CONSULTANT:

Name of firm

Attn:

Phone:

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

//

Executed as of the day first above stated:

COUNTY OF PLACER:

By: _____ Date: _____

Printed Name/Title: _____

Approved As to Form – County Counsel:

By: _____ Date: _____

CONSULTANT: _____

By: _____ Date: _____

Name: _____

* Title: _____

By: _____ Date: _____

Name: _____

* Title: _____

****If Consultant is a corporation, this agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Scope of Services
- B. Payment for Services Rendered
- C. Facilities, Equipment and Other Obligations of County

EXHIBIT A
SCOPE OF SERVICES

(To be added upon completion of negotiations with the selected firm)

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

(To be added/updated upon completion of negotiations with the selected firm)

Maximum Limit & Fee Schedule

Consultant's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Consultant, including any expert or professional assistance retained by Consultant to complete the work performed under this contract shall be borne by the Consultant.

The total of all payments made under this agreement shall not exceed the amount shown in Section 2 of this contract.

Payment Schedule:

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Consultant will be subject to final acceptance by the County project manager(s).

Submit all invoices to: Placer County (name of department)
Attn: _____
Auburn, CA 95603

Payment Schedule

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below (or in the Scope of Work, or other agreeable interval).

EXHIBIT C

**FACILITIES, EQUIPMENT, AND OTHER
MATERIALS, AND OBLIGATIONS OF COUNTY**

(Specifies all equipment and facilities to be provided or made available by County, and any other County obligations. All efforts and resources not stated are the responsibility of the Consultant.)

(To be added/updated upon completion of negotiations with the selected firm)

COST PROPOSAL FORM
HOUSING ELEMENT UPDATE

Cost Proposals will only be requested of the “short-listed” firms who are invited to interview for consideration of the contract for the Housing Element Update (see Evaluation Criteria). Cost Proposals must be submitted within 2 days after written request from the County.

All cost proposals shall be signed and dated per Section 8.2 of this RFP and shall be submitted in a separate sealed envelope or package.

INSTRUCTIONS: Using this form (or similar format), provide a total cost proposal for all services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the County.

TASK DESCRIPTION	COST
	\$
TOTAL COST:	\$

Name of Firm: _____

Authorized Signature: _____

Printed Name and Title: _____

Date: _____