**LAKE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT**

**REQUEST FOR PROPOSALS**

**6th Cycle (2019-2027)**

**Housing Element Update**

****

**COUNTY OF LAKE**

**RFP No. 20-05**

**Issued: January 31, 2020**

**Submission Deadline:**

**March 12, 2020 at 2:00 P.M.**

By:

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Community Development Director

www.lakecountyca.gov

1. OVERVIEW, INTRODUCTION AND BACKGROUND3

2. REQUESTED SCOPE OF SERVICES 3

3. COMPENSATION AND PROPOSAL CONTENT 6

4. PROPOSAL SUBMITTAL7

6. PROPOSAL EVALUATION AND AWARD7

7. PROTEST PROCEDURES8

8. GENERAL TERMS AND CONDITIONS9

9. INFORMATION RESOURCES…………………………………………………………………………………….……….11

1. **OVERVIEW**

The County of Lake Community Development Department (CDD) is inviting sealed proposals from a qualified consulting firm to prepare an update of the Lake County Housing Element Update. Under the direction of the Community Development Director, the consulting firm is expected to review the draft Housing Element Update (2019-2027), Lake County General Plan and the State of California Department of Housing and Community Development (HCD) review letter dated January 7, 2020 and revise this document to reflect current conditions, County policies, emerging issues and changes needed to meet the housing requirements as mandated by HCD. After the review and evaluation of the submitted proposals, CDD will recommend the finalist to the County Board of Supervisors for award of contract. The following paragraphs define the proposed project, scope of services, proposal requirements, selection process and other information required to prepare and submit a proposal.

1. **INTRODUCTION**

The County of Lake was formed in 1961 and is located in Northern California and borders Napa, Sonoma, Mendocino, Glenn, Colusa and Yolo counties. It encompasses 1,327 square miles and over 65,000 residents reside in Lake County. The highest peak is Snow Mountain at 7,056 feet located in the wilderness area of the Mendocino National Forest. Clear Lake is a pre-historic lake and is the largest freshwater lake in California with more than 100 miles of shoreline. Mt. Konocti was formed gradually through a number of volcanic episodes and is sacred to local Native Americans and largely visible from almost anywhere on Clear Lake. The County has two incorporated cities, Lakeport the County Seat and Clearlake. However, the remainder of the County is more rural, with smaller communities like Upper Lake, Nice, Lucerne, Clearlake Oaks, Kelseyville, Lower Lake, Middletown, Cobb, Hidden Valley and Anderson Springs.

As a General law county, the County of Lake adheres to state law as to the number and duties of county elected officials. The Board of Supervisors (BoS) consists of five members with a recognized Chair and Vice Chair.

1. **BACKGROUND**

The Housing Element Update is required pursuant to California Government Code Section 65580 et seq. The purpose of this project is to update the Housing Element to be internally consistent with the County’s General Plan and in compliance with state statutes so as to be certified by HCD. The draft update contains an overview of the housing needs in the unincorporated area of the County and provides analysis of both the constraints that may impact housing development as well as the resources available to facilitate it. Lake County’s Housing Element was last certified in April, 2012 and addressed housing needs from 2009 through 2014.

Both the dissolution of the Lake County Redevelopment Authority in February 2012 and the September 2015 Valley Fire, that resulted in the loss of 1,300 homes, hindered the timely completion of the Housing Element Update. In addition, subsequent fire and flood disasters further exacerbated the County’s ability to complete the Housing Element Update by the specified due date.

Lake County Community Development Department submitted a Draft Housing Element Update to the State of California Department of Housing and Community Development (HCD) on November 8, 2019. Staff participated in a conference call with HCD on December 31, 2019 and submitted additional revisions on January 3, 2020. HCD completed its review and submitted a letter outlining all the revisions necessary to comply with the state Housing Element Law.

The County is seeking a qualified firm (Consultant) that has experience in General Plan and Housing Element Updates. An emphasis will be placed on developing a clear, concise and legally defensible Housing Element Update that meets the varied housing needs of the Lake County community.

1. **REQUESTED SCOPE OF SERVICE**

It is requested that the consultant present a scope of work and methodology for preparing the 2019-2027 Housing Element. The Housing Element update will also need to incorporate the 2013 Lake County Regional Housing Needs Plan, as well as other pertinent updated demographic, economic, and land use information; new HCD regulations, requirements, and practices and other relevant County, State and federal regulations that have changed since the certified update in 2012.

The consultant should indicate the interrelationship of all work products, including the depth and scope of the research proposed. It should be explained how the existing 2019-2027 Housing Element Update Draft, Lake County General Plan and the HCD letter dated January 7, 2020 will be reviewed and utilized in preparation of a revised and final 6th Cycle 2019-2027 Housing Element Update. It is the County’s desire to complete the Housing Element with the review and approval of HCD using an expedited timeline.

 The scope of work should consider the following items and deliverables:

1. Meetings with County staff, other agencies’ staff, public officials, and the general public. It is acceptable to include teleconferencing or web-conferencing for meetings with staff.
2. An evaluation of the County’s 2019-2027 Housing Element Administrative Draft Update, Lake County General Plan and HCD letter dated January 7, 2020 to update and revise requirements pursuant to Government Code Section 65583, as applicable to the unique characteristics of the County of Lake.
3. Evaluate, prepare and submit an applicable environmental analysis, determination and/or exemption request for the 2019-2027 Housing Element Update.
4. Consultant will coordinate the County staff to develop a current housing inventory and complete a Housing Needs Assessment to ensure conformance with Government Code Section 65583 et seq.
5. Consultant will provide public review and final document and any appendices or important reference in a format acceptable to the County.
6. Upon completion of agency and public review, comments will be addressed and incorporated into relevant documents, if appropriate, by the consultant and submitted to the County for review, comment, and further revision, if required.
7. Consultant shall prepare and transmit monthly written progress reports to the Lake County Community Development Department.
8. Consultant will prepared staff reports for the Planning Commission and Board of Supervisors, including preparation of findings and resolutions.
9. Public outreach efforts (including Tribal Units), including preparation of event materials, solicitation of comments, workshops, and public meetings throughout the County.

Deliverables

1. Administrative Draft (Revised): 2019-2027 Housing Element (with tracked changes)
2. Hearing Drafts.
3. 2019-2027 Housing Element Study
4. Associated Documents and Background Studies.
5. Staff Reports (Planning Commission and BoS)
6. Noticing of Public Hearing Documents and Publication Materials.
7. HCD Draft of the 2019-2027 Housing Element with mandated information for certification.
8. Environmental Documents, Findings and/or Notice of Exemption.
9. Synopsis of recommended changes by HCD following the review period of the HCD Draft.
10. HCD Certified 2019-2027 Housing Element
11. 2019-2027 Housing Element Certificate Letter from HCD

HC

**4. COMPENSATION.**

4.1 Upon agreement for services, the consultant and the County will enter into a contract for all specified costs to be disbursed to the consultant monthly on the basis of percentage of milestone completion.

**5. PROPOSAL CONTENT.**

5.1 Proposal Compliance: In order to enable direct comparison of competing responses, you must submit your Proposal in conformity to the requirements stated herein. Failure to adhere to all requirements may result in your Proposal being disqualified as non-responsive.

5.2 Proposal. Please assemble your Proposal in the following order.

A. Cover Letter. A standard business letter must be included which represents your agreement to supply the requested goods and/or services detailed in the RFP.

B. Table of Contents. Include a detailed “Table of Contents” identified by sequential page number and by section reference number and section title.

B. Company Profile. Provide a brief history of your company, a general description of your services and qualifications, and an executive summary of your response. Content should be no more than two pages.

C. Project Team. Include the names and resumes of the project manager, key personnel, their titles and the responsibilities for both prime and sub-consultants. Also indicate the location of the principal office that will be responsible for the implementation of the contract.

D. Work Plan. Provide your specific proposal to address the Scope of Work outlined in Section 2 above. At the very least, this should describe in detail how the service shall be provided and include a description of major tasks and subtasks. E. References. Provide brief descriptions of similar services consultant has provided with similar or related work perform by the proposed project manager and key personnel proposed for this contract. Please include client name, email address, phone numbers and services provided.

F. Work Samples. Provide two (2) area plans that you firm has prepared. These documents should demonstrate the standard your firm maintains in the following areas:

 Clarity of Writing.

Analysis and explanation of topic included in the plan.

Clear and accurate graphic information.

G. Cost Proposal. Itemized cost estimate to perform scope of services.

H. Time Frame. Include a matrix displaying tasks and a time frame to ensure a timely completion and submittal to the Lake County Planning Commission and Board of Supervisors.

All prices submitted are non-binding at this stage of the procurement process and are subject to negotiation.

**6. PROPOSAL SUBMITTAL.** Proposals submitted must meet the following criteria to be acceptable for consideration regarding this project:

6.1 In order to be considered, five (5) hard copies and one Flash Drive in Microsoft Word no later than **Thursday, March 12, 2020 by 2:00 p.m.,** and addressed to:

RFP No. 20-05 or Request for Proposals for 6th Cycle (2019-2027) Housing Element Update

CONFIDENTIAL

Community Development Department

Attn: Michalyn DelValle

255 N. Forbes Street

Lakeport, CA 95453

Normal business hours are Monday through Thursday 8:00 am to 5:00 pm. Staff can be reached at (707) 263-2221.

Proposals may be mailed through the United States Postal Service or any other courier service and they may be delivered in person to the above office. Faxed or emailed proposals will NOT be accepted.

6.2 In order to receive addenda and information regarding this RFP, proposer must register online at: <http://www.co.lake.ca.us/Business/WithCounty/RFP.htm>. Proposers are cautioned to read the scope of services and proposal contents herein and be sure to respond to all items listed in these sections.

6.3 Proposals received incomplete or late, for any reason, shall not be accepted.

6.4 All Questions regarding this Request for Proposals may be submitted in writing at any time prior to **Thursday, February 27, 2020, 4:00 p.m.** to Community Development Director Michalyn DelValle at: Michalyn.DelValle@lakecountyca.gov. Only written questions will be accepted. Questions will be answered by **Wednesday, March 4, 2020, 5:00 p.m.** and uploaded as an addendum to the website listed in the above paragraph.

Proposers may contact only the individual identified above and are specifically directed not to contact other County personnel for meetings, conferences, or other technical discussions related to this RFP. No questions will be answered by other County staff.

6.5 All proposals submitted in response to this RFP will become the property of the County and will not be returned. The County reserves the right to make use of any information or ideas contained in the proposals. The proposal itself shall not constitute a contract, but will, if accepted, be incorporated into the contract between the County and the selected proposer.

**Please note:** The successful Proposer shall be expected to fully meet all representations made in its proposal, including demonstration of project understanding, work plan, project schedule, project team, and cost proposal.

**7. PROPOSAL EVALUATION AND AWARD.** The County is using the competitive proposal process, wherein the experience and responsiveness of each submitted proposal is evaluated as it relates to the Scope of Services. Administrative staff will evaluate the proposals as described below.

7.1 Proposals shall be opened and checked to ensure that each complies with the requirements of the RFP. The absence of required information may render the proposal non-responsive and may be cause for rejection.

7.2 All proposals will be evaluated to determine whether they meet all the requirements of the RFP.

7.3 A Consultant Selection Board maybe convened to review, discuss and rank the proposals, using the following criteria:

 A. Criteria

 a. Ability to meet the requirements of the Scope of Services

 b. Offers the breadth and quality of services required for the type of

 tasks listed in the Scope of Services.

 c. Assigned personnel have the requisite education, experience, and professional qualifications.

d. Demonstrates the ability to successfully provide services for projects of similar size and complexity.

e. Describes its ability to achieve budget and project delivery goals for projects of similar complexity and nature as described in the scope of work.

f. References from past clients are favorable and deliverables are submitted on time and within budget.

7.4 Prior to final selection, a short list of qualified and responsive Consultants may be requested to participate in an interview. The purpose of the interview will be to provide an opportunity for each Consultant to present their qualifications and proposals in person and/or to answer any questions that County staff may have regarding the Consultant’s submittals. If interviews are to be held, the time and place of the interview will be arranged after the short list is completed. Typically a minimum of three (3) proposals will be selected for the Short List; however, the County may, at its option, choose to interview more or less than three (3) qualified Consultants or select consultants based solely on evaluating written proposals.

7.5 If an agreement cannot be reached with the top ranked Consultant(s), the County will then contact the next highest ranked firm and attempt to negotiate a contract scope of work and fee. This process will be continued until a contract scope of work and fee is successfully negotiated, or until the County determines to cease negotiations with any firm.

7.6 County reserves the right to select multiple contractors.

7.7 The County of Lake is an Equal Opportunity/Affirmative Action Employer and the successful Consultant(s) will be required to comply with the provisions of Federal Executive Order 11246 and applicable state and federal laws. Consultants should be familiar with the Employers’ Practical Guide to Reasonable Accommodations under the Americans with Disabilities Act as published by the Job Accommodation Network, a service of the U.S. Department of Labor’s Office of Disability Employment Policy.

**8. PROTEST PROCEDURE.** The County of Lake will follow the Appeal Procedure in their Consultant Selection Policy as follows:

8.1 Appeal Procedure:

Recommendations or decisions may be appealed by writing a letter to the Board of Supervisors or Purchasing Agent, as applicable, detailing the basis of the appeal. Appeals must be filed within 72 hours of receiving notification of the County Administrative Officer’s recommendation for award of the contract, or prior to an actual contract award by the Board of Supervisors, whichever occurs first.

8.2 Any appeal will be heard before the Board of Supervisors on the same day as the approval of the proposed contract with the recommended consultant.

**9. GENERAL TERMS AND CONDITIONS.** By your submission of a proposal, you agree to be bound by the following conditions:

9.1 To the fullest extent allowed by law, RFP’s will not be public record until discussion and negotiations with Respondent have been completed, as such premature disclosure would jeopardized the County’s and the Respondents negotiating interests. If any proposal contains trade secrets or other information that is confidential or proprietary by law, Respondent shall label all such pages with a stamped annotation such as: “**CONFIDENTIAL-PROPRIETARY TRADE SECRETS, DO NOT DISCLOSE**”, and further, provide written notification to the County of its request to keep said information confidential. A Respondent’s request for confidentiality must be made in writing and enclosed in the envelope containing the proposal. The proprietary or confidential data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

9.2 The County reserves the right to cancel this RFP at any time, even after opening of proposals.

9.3 County is not liable for any costs incurred by Proposer in the preparation, presentation or in any other aspect of the Proposal.

9.4 Disposition of Proposal(s) and Contract Award:

A. All proposals shall become the property of Lake County.

B. Failure to furnish all information requested in this RFP or to follow the proposal format may disqualify a proposal.

C. County reserves the right to accept or reject all or any part of any proposal, waive immaterial defects, informalities, irregularities, negotiate with all qualified Respondents, and award the contract to the firm or individuals, who, in the sole judgment of the County, best serves the interests of the County. The County may terminate negotiations if, in its opinion, they are unsuccessful and begin negotiations with other respondents.

D. A response to this RFP is an offer to contract with the County based upon the terms, conditions, scope of work and/or specifications contained herein. County shall have no contractual or other obligation to a Respondent under any successfully negotiated contract until the contract has been approved and signed by both parties. The contents of the proposal submitted by the successful Respondent and this RFP will become part of any contract awarded.

E. Issuance of this RFP in no way constitutes a commitment by the County to procure or contract for the articles of goods or services solicited.

F. Proposers may be required before the award of any contract to show, to the complete satisfaction of the County, the necessary facilities, ability, and financial resources to provide the services specified in a satisfactory manner.

9.5 Respondent shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this Request and any subsequent Contract, unless such damages, loss, injury or death is caused solely by the negligence of County.

9.6 Default by Respondent: In case of default by the successful Respondent, Lake County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Respondent, the difference between the price named in the Purchase Order, Contract, or Agreement with said Respondent and the County’s subsequent cost to obtains substitute articles or services. Prices paid by the County must be considered the prevailing market price at the time such purchase is made.

9.7 Lake County reserves the rights to amend, alter, or change the rules and conditions contained in this RFP prior to the deadline for submission and to request additional data after the deadline. If it becomes necessary to do so, an addenda or supplements to the RFP will be issued and shall become a part of the RFP. The County is not responsible for any other explanation or interpretation. It is the responsibility of the Respondent to ensure that he/she has received all addendums and/or supplements prior to submitting a proposal.

9.8 It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the Respondent's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the County not later than ten (10) days prior to the date set for acceptance of proposals.

9.9 Errors and Omissions: If prior to the date fixed for submission of proposals, a respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its exhibits, it shall immediately notify the designated County contact of such error in writing and request modification or clarification. Modifications and clarifications will be made by written addenda and distributed to all parties who have been furnished or who have requested the RFP.

9.10 Security and Confidentiality: To preserve the integrity of the security and confidentiality measures integrated into County operations, any Respondent required to come in contact with confidential County information in order to respond to this RFP and/or to perform the services solicited, may be required to sign and submit a Confidentiality Statement. Successful Respondent’s personnel and/or subcontractors, who may require periodic access to secured areas within the County, may be required to wear security identification badges. Badges will be issued to individuals only after satisfactory completion of a background check. Any such confidentiality and/or security measures will be part of the contract.

9.11 Insurance: Successful Respondent agrees to comply with the County’s standard insurance provisions.

9.12 Governing Laws: The laws of the State of California will govern any purchase order entered into between the County and the selected Respondent.

9.13 Each Respondent shall inform himself of, and the successful Respondent awarded a contract shall comply with, State and local laws, statutes, regulations, ordinances and generally accepted industry standards relative to the execution of the material supplied or work performed. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

9.14 This RFP supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter.

**10. INFORMATION RESOURCES.**

The County will provide access to the following documents for the consultant’s use as these documents will assist to provide background material for the Update. It is the responsibility of the consultant to compile and review these documents.

1. 2008 Lake County General Plan (available on County website: https:www.lakecountyca.gov/)
2. 2013 Lake County Regional Housing Needs Plan (available on website: https:www.Lakeapc.org/)

Attachments:

1. Lake County Professional Services Contract
2. HCD letter dated January 7, 2020
3. 2019-2027 Housing Element Administrative Draft revised January 3, 2020.