

CITY OF SAUSALITO



REQUEST FOR PROPOSALS Professional Services Assistance for the Preparation of the City of Sausalito's Housing Element For 2023-2031 (6th RHNA Cycle)

**Lilly Whalen
Community Development Director
City of Sausalito
420 Litho Street
Sausalito, CA 94965
(415) 289-4133**

**<https://www.sausalito.gov/>
lwhalen@sausalito.gov**

**Issue Date: March 5, 2021
Deadline for Responses: April 5, 2021, 5:00pm**

**Interviews Tentatively Scheduled: April 15, 2021
Potential Contract Award by Council: April 27, 2021**

TABLE OF CONTENTS

I. STATEMENT OF WORK	4
A. <i>Introduction</i>	4
B. <i>Sausalito Community</i>	5
C. <i>Sausalito’s Past Housing Element Cycles</i>	6
D. <i>Project Team</i>	6
1. The Sausalito Community and Stakeholders	6
2. Housing Element Advisory Committee	7
3. Staff	7
4. Planning Commission and City Council	7
5. Consultant Team	7
II. SCOPE OF REQUIRED SERVICES	8
A. <i>Project Schedule</i>	8
B. <i>Project Management and Coordination</i>	8
C. <i>Community Outreach and Engagement</i>	9
D. <i>Audit/Assessment</i>	10
E. <i>Analysis: Existing Conditions, Needs, Opportunities & Constraints, Site Inventory, Housing Goals, Objectives, Policies, and Programs</i>	10
1. Existing Conditions and Needs	
2. Housing Opportunities, Site Inventory and Analysis	
3. Housing Constraints	
4. Housing Goals, Objectives, Policies, and Programs	
F. <i>Rezoning</i>	14
G. <i>Preparation of Draft Housing Element.</i>	14
H. <i>Final Draft Hearings, Final Adoption and Certification.</i>	14
I. <i>Amendments to other General Plan Elements</i>	14
J. <i>Environmental Review Documents</i>	15
III. RESPONSE REQUIREMENTS	15
A. <i>Introduction Letter / Project Approach</i>	15
B. <i>Qualifications and Experience of Project Team</i>	16
C. <i>Work Plan, Project Schedule and Price Proposal/Staffing Plan</i>	17
D. <i>Client References</i>	17
E. <i>Contract Terminations</i>	17
F. <i>Exceptions to the RFP</i>	18

TABLE OF CONTENTS, CONTINUED

<i>G. Comments on City Standard Consulting Services Agreement</i>	<i>18</i>
<i>H. Completed Forms/Attachments</i>	<i>18</i>
IV. SUBMITTAL INSTRUCTIONS	18
<i>A. Questions and Requests for Clarification</i>	<i>18</i>
<i>B. Anticipated Proposal Review and Contract Award Schedule</i>	<i>19</i>
V. REVIEW, SELECTION & EXECUTION OF AGREEMENT	19
<i>A. Evaluation Criteria</i>	<i>19</i>
<i>B. Selection Proces</i>	<i>20</i>
<i>C. Interviews of Consultants</i>	<i>20</i>
<i>D. Recommendation to City Council</i>	<i>20</i>
<i>E. Final Selection by City Council</i>	<i>20</i>
<i>F. Execution of Agreement</i>	<i>20</i>
<i>G. Modifications to Agreement</i>	<i>21</i>
VI. LIMITATIONS	21
VII. ATTACHMENTS	22
<i>Attachment 1</i>	<i>23</i>
<i>Attachment 2</i>	<i>24</i>
<i>Attachment 3</i>	<i>26</i>

I. STATEMENT OF WORK

A. Introduction

The City of Sausalito ("City") is seeking professional consultant services for the preparation of the Housing Element of the General Plan for the Planning Period January 31, 2023 through January 31, 2031 – otherwise known as the 6th Regional Housing Needs Allocation (RHNA) Cycle. The consultant or consultant team will work collaboratively with staff and community stakeholders to conduct a comprehensive Housing Element update process including any related rezoning and all necessary environmental review as required under State law, in a manner that proactively engages the community, complies with all applicable laws and regulations, and results in a State certified Housing Element that addresses the housing needs of Sausalito in a sensitive and innovative manner. Sausalito's brand new General Plan, adopted February 2021, affirms the City's commitment to diversity and inclusion. The City will actively seek to develop a social and built environment that nurtures a diverse community, including providing attainable housing so that those who contribute to our community can also live in our community.

Proposing consultants or consultant teams should provide the full range of requested services (see Section II) under direction of a prime consultant (herein referred to as "consultant"). In addition, it is expected that the consultant will:

- Demonstrate knowledge with the State requirements and California Department of Housing and Community Development (HCD) guidance regarding the Housing Element, including, but not limited to, recent legislation and legal changes regarding site inventory and fair housing, and opportunities and constraints unique to Sausalito's waterfront community.
- Monitor new State housing legislation (e.g. AB 1445) and inform City of new requirements and options for implementation .
- Implement the City's diversity, equity, and inclusion policy goals through housing strategies.
- Display strong public engagement skills and demonstrate a proven track record of actively engaging a variety of community stakeholders and communicate ideas effectively in various forums.
- Formulate realistic and creative solutions to address housing challenges in Sausalito that comply with State law and align with the City's General Plan / Zoning Ordinance framework.
- Show experience building consensus around complex planning issues.
- Exhibit proficiency in developing clear, concise, and legally defensible Housing Elements that comply with all statutory requirements.

The Housing Element will be updated to include the policies, strategies, and actions that the City will undertake to facilitate the construction of new housing and preservation of existing housing to meet the needs of the population during the 2023-2031 planning period. The adopted Housing Element must be submitted to the State no later than January 2023. The updated Housing Element must address the City's Regional Housing Needs Assessment (RHNA) allocation. Association of Bay Area Governments (ABAG) will provide HCD with a draft allocation (this includes Sausalito's allocation) in the spring of 2021. Adoption of the final RHNA allocations are expected by the end of 2021. It is anticipated that a Housing Element Advisory Committee will be appointed in April and the project will kick-off in full in May of 2021.

This Request for Proposal (RFP) provides information on the required scope of services, the proposer selection process, and the minimum information that must be included in the RFP Response. Failure to submit information in accordance with this RFP's requirements and procedures may be cause for disqualification.

B. Sausalito Community

Sausalito is a bay front community of just over 7,000 residents that is nestled at the foot of the Golden Gate National Recreation Area. Located in Marin County just a short trip over the Golden Gate Bridge from San Francisco, Sausalito offers the small town attributes of a close-knit, community-oriented citizenry located near a wide range of cultural opportunities. The blend of historic buildings, wooded hillsides, sweeping bay and San Francisco views combine to make Sausalito a community of unique charm and natural beauty.

After three and a half years of work, the City recently adopted an updated General Plan, which must be reviewed and considered by the consultant in determining policy and program recommendations necessary to meet the Housing Element goals. There have been few major land use developments since the former General Plan was adopted in 1995. Twentieth-century land use patterns have been maintained, guided by the General Plan and the 1988 Marinship Specific Plan. The City of Sausalito has nearly reached its maximum build-out potential based on the objectives of the General Plan. For the most part, future building will involve redevelopment or reuse of existing developed areas. In most residential neighborhoods, the more easily developed lots on the whole have been developed, and most remaining vacant lots have significant constraints such as steep slopes, soil stability issues, poor drainage, and narrow roads limiting access and parking in certain neighborhoods. Sausalito's proximity to the waterfront presents opportunities to support unique types of housing needed in the community. General Plan policies anticipate limited additional residential, commercial, and industrial development in the city.

Sausalito accommodates a variety of housing types that respects its natural setting: a mix of single family residences, duplexes, cottages, accessory dwelling units, and small scale multi-family units in the wooded glens and flats; residential units above ground-floor commercial businesses in the downtown; houseboats and liveboards along the waterfront; and view estates and larger multi-family complexes stepped down the hillsides. As a relatively built-out City, limited both in size (a densely populated 2.2 square miles) and topography, in addition to being bound by Richardson’s Bay and the Golden Gate National Recreation Area, there are limited opportunities for new housing development in Sausalito. Creative solutions are needed to address the housing needs of Sausalito in a sensitive manner.

C. Sausalito’s Past Housing Element Cycles

The City of Sausalito has achieved HCD Housing Element compliance for the last two cycles. Sausalito’s current Housing Element was certified by the California Department of Housing and Community Development (HCD) in March 2015. The City’s current Housing Element¹, planning for the years 2015-2023 (Cycle 5), was adopted by the City Council and certified by HCD in 2015. Sausalito adopted a certified Housing Element for the 4th Cycle (planning for years 2007-2014) in 2012. The 2007-2014 Housing Element² also fulfilled the RHNA for the 3rd Cycle RHNA (1999-2006)³ and was certified by HCD.

Both prior RHNA cycles allocated units to Sausalito which were 400-900% less than the anticipated upcoming RHNA. The City of Sausalito expects a significant increase in the 6th Cycle RHNA of approximately 724 housing units, compared to 79 in the 5th Cycle RHNA, representing an over 900% increase from the last planning cycle. See **Table 1** for a summary of Cycles 2-5 compared to the anticipated 6th Cycle RHNA. It is anticipated that the City will need to explore targeted rezoning opportunities in addition to a multitude of creative housing strategies, in order to accommodate the projected RHNA.

D. Project Team

The City will form a unified team consisting of community members, elected and appointed officials, City staff and the consultant team. Roles and responsibilities for each team group are described below:

1. The Sausalito Community and Stakeholders

It is clear that community member involvement is essential to the successful preparation of the Housing Element Update. The City envisions

¹ <https://www.sausalito.gov/Home/ShowDocument?id=4028>

² <https://www.sausalito.gov/home/showpublisheddocument?id=4028>

³ The City did not adopt a Housing Element for the 3rd Cycle RHNA by the required deadline and the 3rd Cycle RHNA units were carried over to the 4th Cycle Housing Element

that a variety of methods be used to ensure that every person in Sausalito who wishes to express an opinion has the ability to do so, utilizing non-traditional communication methods beyond public meetings and workshops. However, time is of the essence and the process should be streamlined with public engagement occurring in the most efficient manner.

2. Housing Element Advisory Committee

It is anticipated that the Sausalito City Council will appoint a Housing Element Advisory Committee to engage in the process. The function and purpose of the Committee is still being defined.

3. Staff

The project will be managed by the Community Development Department. Staff from additional departments will also provide input throughout the process.

4. Planning Commission and City Council

It is anticipated that the Planning Commission and City Council will be actively involved in the overall process of development of the Housing Element Update through meetings and public hearings. The Planning Commission and City Council shall receive regular monthly updates on progress including identification of key issues, work progress, policy issues, and questions.

5. Consultant Team

City planning staff is fully aware that developing a successful Housing Element Update requires specialized and technical knowledge and tools available from well trained and experienced consultant teams. City staff believes in establishing working relationships and that individuals rather than firms are ultimately the most important element of a Consultant. The City values creativity, expertise, professionalism, team experience, connectivity/availability, economic value, and the ability to work as a team to develop innovative and smart solutions to challenging community issues.

Table 1: Past RHNA Cycles and Sausalito Housing Unit Allocation

RHNA Cycle	Units Allocated
2 nd : 1988-1995	294
3 rd : 1999-2006	104
4 th : 2007-2014	165
5 th : 2015-2022	79
Total, RHNA Cycles 2nd-5th (34 years combined)	642
6th: 2023-2031 (draft)	724

II. SCOPE OF REQUIRED SERVICES

It shall be the responsibility of the consultant to work with the City to produce a Housing Element which includes and meets the legal standards and best practices as mandated by the California Department of Housing and Community Development (HCD) and is consistent with State of California Government Code Section 65580-65589.8. Proposals must address the following tasks, providing a description and timeline of how they would be accomplished. Additional or optional tasks may be included and creative approaches are welcome and encouraged. The final scope of work will be subject to refinement and mutual agreement following the project's launch and further discussion.

Through Sausalito's engagement in ABAG's Regional Housing Technical Assistance Program (the "Collaborative"), the City anticipate a reduction in costs for some core update tasks, as detailed below. The Collaborative is supported by an approximately half time technical assistance provider, who is expected to start in early 2021 and will produce draft material for some sections of the housing element that are similar throughout the county, as noted below. Respondents should be prepared to use and/or adapt this material as appropriate, and factor that into their proposal.

A. Project Schedule

The consultant shall develop a timeline schedule with milestones for the adoption of the Housing Element by January 2023. The project schedule shall include a detailed explanation of all stages of the project, including, at a minimum:

- a. Meeting(s) with key staff to refine the scope of services;
- b. Identification of major milestones, meetings, and work products including but not limited to regular monthly or biweekly meetings with the Housing Element Advisory Committee and three progress presentations to City Council and Planning Commission
- c. Public outreach, workshops, site visits;
- d. Environmental review;
- e. Response to HCD review and internal City staff review times;
- f. Delivery of draft and final draft Housing Element; and
- g. Public adoption hearings (Planning Commission and City Council).

B. Project Management and Coordination

It is expected that there will be superb communication and coordination between the consultant and City staff, including meetings, phone conferences, email exchanges, and other communications to ensure timely delivery and adoption of the City's updated housing element. Proposals should identify the number of meetings anticipated and expectations for City staff, both in terms of weekly or monthly City staff time assumed, and/or City resources (e.g., Administrative services such as noticing or printing). Strategies or practices to

ensure clear and timely communication and effective project coordination should be described. Strategies for ensuring coordination with HCD over the course of the project should also be addressed, as needed.

Note: Providing assistance to the City through the RHNA appeal process, if applicable, should be included as an Anticipated Scope of Work task.

C. Community Outreach and Engagement

The consultant will be responsible for developing an innovative and inclusive community engagement plan and will be expected to engage with the community early and often so the Housing Element update process is transparent and easily understood. The outreach plan should focus on an approach to engagement that prioritizes diversity, equity and inclusion and encourages public participation. Special attention should be paid to reaching all members of the community per the State’s Affirmatively Furthering Fair Housing (AFFH) requirements. This may include promoting and advertising public involvement and participation opportunities with a branded public outreach effort, developing citywide surveys in order to understand needs and priorities of the community, and using outreach and engagement platforms that go beyond the City’s standard reach.

Proposals should include explicit approaches or options for completing appropriate community engagement remotely or through online or other platforms, in the circumstance that the current shelter-in-place order and limitation on in person meetings is extended due to the ongoing COVID-19 pandemic. Proposals should carefully structure the outreach plan to balance the need for abundant engagement opportunities with community “engagement fatigue”. There may be some opportunities to coordinate with other jurisdictions for joint outreach through the Regional Early Action Planning (REAP) supported Housing Technical Assistance Program/County Collaborative. Consultant should assume some of the outreach material will be provided by the Collaborative, including a jurisdiction specific newsletter and general housing element documents (e.g. what is a housing element).

At a minimum the outreach program should consist of:

- Community surveys
- Regular monthly or biweekly meetings with the Housing Element Advisory Committee
- Three progress presentations to City Council and Planning Commission (possibly through joint meetings to reduce costs)
- Monthly consent-item update staff reports to the City Council and Planning Commission
- Two community meetings/workshops
- Stakeholder/ focus group meetings

- Online/virtual as well as non-technology based participation opportunities
- An innovative and unique approach to engaging the community and addressing the digital divide

D. Audit/Assessment

The consultant will review the City’s current Housing Element, recently adopted General Plan, the 2020 Annual Progress Report, and other supporting materials as needed to gain insight and understanding of Sausalito’s housing progress and priorities. Specifically, the consultant will:

- Evaluate Sausalito’s success in accomplishing/implementing the identified goals, policies and programs of the Housing Element and identify:
 - The effectiveness of each implemented program.
 - Opportunities to build from the momentum of prior successes.
- Provide explanations and updates where goals, policies or programs are in progress, have been abandoned or have not proven effective and identify potential modifications to goals, policies or programs to increase their effectiveness.

Note: It is assumed that the City’s 2020 Annual Progress Report will be the starting point for the consultant for this assessment.

E. Analysis: Existing Conditions, Needs, Opportunities & Constraints, Site Inventory, Housing Goals, Objectives, Policies, and Programs

1. EXISTING CONDITIONS AND NEEDS.

The consultant will be required to produce an assessment that analyzes existing and projected City housing needs to satisfy State Housing Element law, which includes, but are not limited to, the following components:

- Existing Housing stock characteristics, including, but not limited to:
 - Financially assisted housing developments at risk of conversion from affordable to market-rate
 - Overpayment and overcrowding
 - Substandard and Illegal housing in existence
- Population, employment, and household characteristics and trends
- Housing cost and affordability
- Housing needs of people in all income categories (especially extremely low income housing needs) and specific groups (Farmworkers, Female-headed households, Large families, People experiencing homelessness, People with disabilities, including developmental disabilities, Seniors and Sausalito special needs groups such as the marine workers)

- Supportive and transitional housing needs
- Regional Housing Needs Allocation (RHNA)

Note: It is anticipated that the Collaborative will provide jurisdiction-specific graphs and write-ups for some required data, including population, demographic, housing, market conditions and regional comparisons. Please plan and budget for the work needed to tailor the Collaborative’s data/write-ups as needed to Sausalito in order to provide a complete existing conditions and needs analysis.

2. HOUSING OPPORTUNITIES, SITE INVENTORY AND ANALYSIS.

The consultant will be required to analyze housing opportunities, along with an inventory of suitable sites (including vacant sites, sites having the potential for redevelopment, and potential sites to consider for rezoning) to meet regional housing goals—the RHNA and any state requirements. The consultant will be required to provide educational materials as appropriate for the community’s benefit regarding the requirements for the sites inventory and analysis. The consultant will be required to analyze the relationship of existing and proposed zoning, public facilities available and confirm availability and services in the City of Sausalito.

Note: Sausalito has a long-standing tradition as a working waterfront with a vibrant marine culture that has defined the community for over 100 years. It is the City’s desire to explore additional water-based housing opportunities. There are eight marinas in the City with over 1,500 vessels where several hundred boat owners reside on their boats as permanent “liveaboard” housing. Liveaboard housing plays an important role in providing affordable housing for the community’s marine workers and other modest income residents. However, the San Francisco Bay Conservation and Development Commission (BCDC) allows for up to 10% of marina berths to be used as liveaboard housing. The consultant will be expected to explore relevant issues and sticking points with BCDC, and others such as the Environmental Protection Agency and the National Oceanic and Atmospheric Administration, in order to gain support for the provision of water-based housing in well-managed marinas/harbors as an environmentally sustainable housing option.

See **Table 2** for a comparison between Sausalito’s RHNA from the 5th Cycle and draft allocation (pre-HCD review) of the 6th Cycle RHNA, broken down by affordability category.

Table 2: *Comparison between Sausalito’s 5th and 6th Cycle RHNA*

	5 th Cycle RHNA (2015- 2023)	6 th Cycle RHNA (draft: Pre-HCD Review)	Percent Increase from 5 th to 6 th Cycle
Very Low	26	200	770%
Low	14	115	821%
Moderate	16	114	712%
Above Moderate	23	295	1283%
Total	79	724	916%

The City has submitted timely Annual Progress Reports (APR) to HCD and OPR since 2013. **Table 3** below is provided from the City’s 2019 APR, which demonstrates the City’s progress to date towards meeting RHNA for the 5th Cycle. The table shows that at year five out of nine the cycle Sausalito is showing close to 70% progress towards meeting the RHNA.

Table 3: Progress Towards Meeting RHNA to Date (2015-2019)

Year in RHNA Cycle	RHNA Objectives – Number of Housing Units	Income Level – Number of Units				Total
		V. Low	Low	Mod	Above Mod	
		26	14	16	23	79
Year 1 (2015)	Total Units with Building Permits	11	16	7	1	35
	Subset ADU Units	Amnesty 6	9	3	0	18
		New 4	7	1	0	12
Year 2 (2016)	Total Units with Building Permits	1	1	0	3	5
	Subset ADU Units	Amnesty 0	0	0	0	0
		New 1	1	0	0	2
Year 3 (2017)	Total Units with Building Permits	1	2	1	1	5
	Subset ADU Units	Amnesty 0	0	0	0	0
		New 1	2	0	0	3
Year 4 (2018)	Total Units with Building Permits	0	0	1	2	3
	Subset ADU Units	Amnesty 0	0	0	0	0
		New 0	0	1	0	1
Year 5 (2019)	Total Units with Building Permits	2	3	1	0	6

		Income Level – Number of Units					Total
		V. Low	Low	Mod	Above Mod		
	<i>Subset ADU Units</i>	<i>Amnesty</i>	0	0	0	0	0
		<i>New</i>	2	3	1	0	6
Year 6 (2020)							
Year 7 (2021)							
Year 8 (2022)							
Year 9 (2023)							
Total Progress to Date	Total Units with Building Permits		15 57%	22 157%	10 62%	7 30%	54 68%
	<i>Subset ADU Units</i>	<i>Amnesty</i>	6	9	3	0	18
		<i>New</i>	8	13	3	0	23

Staff expects this phase of the project to include a well-structured process to identify, rank and select sites for inclusion in the Housing Element Update process. Educational materials shall be prepared for the public’s benefit explaining the requirements. To the extent there are related or separate major policy items to be considered, these would be vetted with the Planning Commission and Council early on in the process. Staff also anticipates engaging with HCD staff early in the sites selection process, to ensure the sites inventory will meet State law requirements.

3. HOUSING CONSTRAINTS.

Consultant will be required to identify and analyze potential and actual governmental and nongovernmental constraints to the maintenance, improvement, and development of housing for all income levels and people with disabilities. The analysis must also identify housing resources and feasible options and opportunities to mitigate or remove such constraints.

Note: It is anticipated that the Collaborative will develop a complete cross-jurisdictional comparison (e.g., comparison of fees and processing time) in addition to providing write ups of typical countywide non-governmental constraints, including community opposition to housing, cost of construction, limited availability of land and other topics. Please plan and budget for the work needed to tailor the Housing Technical Assistance Program’s data/write-ups as needed to Sausalito in order to provide a complete housing constraints analysis.

4. HOUSING GOALS, OBJECTIVES, POLICIES, AND PROGRAMS.

The consultant will be required to identify specific programs with clear actions, timeframes, funding sources and measurable outcomes that will

achieve quantified objectives/milestones and implement the City's housing goals and policies. The development of such programs must consider the existing Housing Element, existing/proposed General Plan, housing needs analysis, constraints and opportunities, site inventory, and public input.

F. Rezoning

To ensure an adequate inventory of viable sites, it is anticipated that the element update process will examine all housing solutions and may ultimately necessitate rezoning in focused areas. If this is required, the consultant will work with elected and appointed officials, the community, stakeholders and staff to identify potential areas for rezoning. This must include consideration of the State requirement for maintaining an adequate housing sites inventory throughout the eight-year planning period. The City is seeking a consultant who can be innovative and creative, think outside of the box, and prioritize planning for housing in a manner that strives to fit in with, and does not change, the character of Sausalito. This task should be covered under an Anticipated Scope of Work.

G. Preparation of Draft Housing Element.

The consultant will prepare and submit an administrative draft Housing Element for City staff review. The Consultant should be succinct and avoid repetition in their approach to the draft. Staff will provide a comprehensive set of desired changes. Once edits are complete, the consultant will prepare a draft Housing Element that is made available the public and presented to the Housing Element Advisory Committee, the Planning Commission and City Council at public hearings. Based on Advisory Committee, Commission and Council input, the consultant will prepare a HCD review draft and submit to HCD for the mandated review.

H. Final Draft Hearings, Final Adoption and Certification.

The consultant will work closely with HCD and City staff to respond to any comments, and produce a final draft housing element for adoption. The consultant will present the final draft to the Planning Commission and City Council at public hearings. The consultant will prepare the final Housing Element, including any changes from the public hearings, and submit to HCD for final certification as well as the Marin Municipal Water District and the Sausalito Marin City Sanitary District and the California Office of Planning and Research.

I. Amendments to other General Plan Elements

The consultant shall identify and prepare amendments for sections of the City's General Plan, Municipal Code, Design Guidelines and other adopted plans/regulations that may need to be amended (including all tables, figures, maps, etc.) to be consistent with the 2023-2031 Housing Element.

J. Environmental Review Documents

The consultant shall prepare, post, notice and file all the appropriate environmental documents for compliance with the California Environmental Quality Act (CEQA), including the Initial Study, Mitigated Negative Declaration or Environmental Impact Report and CEQA Determination along with any Response to Comments, Mitigation Measures, Mitigation Monitoring Program, Findings of Fact and Notice of Completion. The consultant will be responsible for preparing and presenting environmental documents at any required hearings. For budgeting purposes, in addition to required hearings, the consultant shall assume two hearings during the public comment period. In addition, the consultant will be responsible for preparing all notices and mailings for SB 18 and AB 52. This should include public posting and noticing for comment. For budget purposes, the consultant may provide optional services depending on the level of analysis that may ultimately be needed.

III. RESPONSE REQUIREMENTS

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the consultant's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. All proposals shall address the following items in the order listed below, organized as separate sections of the proposal, and lettered as A-H. If proposing as a consultant team, provide information about the sub-consultants as well as the prime consultant. The proposal should be concise and to the point, not to exceed 25 pages. Resumes (Section III, B), Description of Contract Terminations (Section III, E), Exceptions (Section III, F), comments on the City Standard Consulting Services Agreement (Section III, G), and other requirements in Section III and IV, or proposal cover pages do not contribute to the 25-page limit.

A. Introduction Letter / Project Approach

Provide a general introduction and description of the proposed approach and methodology that will be used to complete this project. The format of the introduction and description of the approach is at the discretion of the consultant and may be provided as an integrated letter or as an introduction letter followed by a subsequent project approach discussion. This section of the proposal should succinctly demonstrate the consultant's understanding of the City of Sausalito, Housing Element Updates, the unique needs of this particular project, and housing law. In addition, the consultant shall explain how the consultant team will approach the following topic areas:

- Severe land constraints (e.g., Sausalito's steep hilly terrain, built-out communities, narrow streets and outdated infrastructure);
- Water-based housing solutions (e.g., the Galilee Harbor model);

- Community engagement and metrics for measuring success of engagement across the digital divide;
- Recovery strategies for communities with significant RHNA housing unit increases between cycles.

The introduction letter should also include the following:

- Certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
- The name of the primary firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.
- An acknowledgement of the project schedule and a commitment to completing the project within the required timeframe.
- Signature by an authorized principal or partner of the firm.

B. Qualifications and Experience of Project Team

The City is desiring to work with a team with experience working with small, built-out, housing-capacity challenged communities to achieve state mandates with a win-win philosophy. In addition, the City is interested in collaborating with a team that values diversity, equity, and inclusion in their everyday work and will elevate diverse perspectives, foster an inclusive environment and embrace an equity centered approach to their work on this project. To that end, in this section the consultant shall:

- Describe the team's qualifications as they relate to the Scope of Services and the approach and methodology proposed.
- Provide a description of experience on similar work the team has successfully completed and resumes of team members, including sub consultants and environmental/technical experts.
- Provide specific project examples related to work in the following topic areas, making sure to identify the consultant team members involved in the work (if consultant does not have relevant examples to share, please provide the consultant team's approach to each issue for Sausalito):
 - Identifying policy and program solutions for housing in built-out communities that strives to fit in with, and does not fundamentally change, the community;
 - Developing water-based housing solutions or other unique housing types, including experience interfacing and collaborating with key regulatory agencies;
 - Successful public outreach campaigns and community engagement strategies; and

- Creating housing strategies for communities with significant increases in RHNA housing units between cycles, or communities faced with RHNA carry-over requirements.
- Identify who will be the City’s Primary Contact for the Project.

Resumes may be included in this section of the proposal, but do not contribute to the page limit. One-page resumes are preferred, and resumes should only be submitted for key members of the team.

C. Work Plan, Project Schedule and Price Proposal/Staffing Plan

- The work plan shall outline tasks, deliverables and staffing assignments to meet project objectives and required deliverables outlined in the Scope of Services, California Government Code Section 65580-65589.8, and other applicable state law.
- The project schedule shall cover the life of the project (which is anticipated to be 18 months long, starting in May of 2021 and completed by December 2022) and include anticipated completion date for each task and deliverable, including meetings. The consultant must provide an acknowledgment of intent to meet the schedule.
- The price proposal shall demonstrate efficient use of City funds, including efficiencies provided by the Collaboration and some limited City Staff time. The price proposal must include a project total cost expressed as a not to exceed amount of charges to the City. The Proposal also must state an “hourly” fee structure for the services contemplated and pricing for each of the tasks identified as “Anticipated Scope of Work”. For Anticipated Tasks, or Optional Tasks provided by the consultant, provide the estimate of cost for each task and milestone within that task with hourly billing rates for assigned team members. Any reimbursable costs must be clearly identified.

D. Client References

- Provide a minimum of three (3) client references for the prime consultant and one (1) reference for each subconsultant(s).
- References should be California cities or other public sector entities.
- Provide a reference person's name, title, organization, address, telephone number, e-mail address and the project(s) that were completed under that client’s direction.

E. Contract Terminations

If consultant organization has had a contract terminated in the last five (5) years, describe each such incident. Termination for default is defined as notice to stop performance due to the vendor’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the consultants, or (b) litigated and such litigation determined that the consultant was in default. Submit full details of the terms

for default including the other party's name, address, and phone number. Present the consultant's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past termination.

F. Exceptions to the RFP

If the consultant takes exception to any portion of the RFP, the specific portion of the RFP to which exception is taken shall be identified and the reason(s) for the exception explained.

G. Comments on City Standard Consulting Services Agreement

The City's Standard Consulting Services Agreement ("Agreement"), will need to be executed prior to the commencement of consultant work on the project (see **Attachment 3**). The Agreement may need to be amended to address the requirements of the LEAP Grants Program. The proposal should include a statement that the agreement has been reviewed and is acceptable to the consultant and that the consultant will also adhere to the requirements of the LEAP Grants Program, should the consultant be recommended for award of contract. Alternatively, the consultant shall submit a statement that the agreement would need to be modified and noting those specific modifications.

H. Completed Forms/Attachments

Consultant must complete and submit the following forms with its Proposal:

- **Attachment 1**, *Acknowledgement of Addenda*, if any addenda are issued
- **Attachment 2**, *Acknowledgement of Insurance Requirements*

IV. SUBMITTAL INSTRUCTIONS

Please submit the Proposal as a single pdf file to the City at the dropbox link provided below.

Lilly Whalen
Community Development Director

Dropbox Link to Upload RFP:

<https://www.dropbox.com/request/enSY972LTfDrlpzK30Xg>

A. Questions and Requests for Clarification

All questions and requests for clarifications related to this RFP can be made until 5pm on March 15, through the dropbox link below. All City responses to questions and requests for clarification will be provided through the dropbox link below. Please direct all questions and requests for clarification to the City's Community Development Director, Lilly Whalen.

- Dropbox link to upload questions and requests for clarifications related to this RFP by 5pm March 15:
<https://www.dropbox.com/request/tQl5HyPJs1G4GFR4X4fQ>
- Dropbox link to download City responses to questions and requests for clarification (will be posted by close of business on March 19):
<https://www.dropbox.com/sh/z0wcvfgo7253mk0/AADv0b5uZLRIIsU1I8fZkZfja?dl=0>

B. Anticipated Proposal Review and Contract Award Schedule

The following **Table 4** is an outline of the anticipated schedule for the proposal review, contract award and completion of work. Schedule is subject to change.

Table 4: Anticipated Proposal Review and Contract Award Schedule

Milestone	Date
RFP Released	March 4
Deadline to submit questions and requests for clarifications related to this RFP	March 15, 5pm
Answers to consultant questions and requests for clarifications posted	March 19
RFP Closing Date	April 5
Proposals Reviewed By City Staff	Week of April 5
Interviews with Selected Consultant(s)	April 15, tentative
Proposal Review Committee Recommends Consultant to City Council	Week of April 19
City Council Contract Award	April 27
Work Commences	May 2021
Work Completed	January 2023

V. REVIEW, SELECTION & EXECUTION OF AGREEMENT

This section provides details on the review, selection and contract award for the project.

A. Evaluation Criteria

The City expects to evaluate the proposals based on evaluation criteria including the following, which are not necessarily listed in order of importance. Innovative and creative proposals are highly sought after and will garner additional points.

- Experience and technical qualifications of the consultant team in similar efforts – 20 points
- Responsiveness to RFP and City Priorities – 20 points
- Outreach Plan/ Proposed Public Participation Process - 20 points
- Personnel – Commitment of Senior Staff to the Project, Established and Successful Consultant Team Relationships, and Diverse Representation or Commitment to Equity - 10 points
- References - 10 points
- Costs - 20 points

B. Selection Proce

The City will select a proposing consultant based upon the responding firm’s qualifications and experience, together with its responses to the requests for information set forth above. It should be noted that none of these factors in and of themselves are determinative, and the City reserves the right to select one or more firms on any basis that are in the best interests of the City. The City may contact firms in response to questions raised in their proposals and the City reserves the right to cancel this solicitation without selecting any firms.

C. Interviews of Consultants

After the submittals are evaluated, the City, at its sole discretion, may elect to interview all, some, or none of the consultants. Interviews of the consultants, and their teams, if held, would involve a Proposal Review Committee with representation from City Staff, City Council and Planning Commission.

The interview will help to clarify each proposal and the approach and qualifications for the project. Consultants may be asked to submit additional documentation at or after the interview stage.

D. Recommendation to City Council

Based upon the interview and evaluation of the proposals, the Proposal Review Committee will make a recommendation to the City Council. In addition, the City reserves the right to select a proposal without conducting interviews or abandon this RFP.

E. Final Selection by City Council

Final selection of a consultant and authority awarding the contract to proceed with these services shall be at the sole discretion of the City Council.

F. Execution of Agreement

The selected consultant will be notified by City staff of intent to recommend that the City Council award the Agreement to consultant. The recommended

consultant may be asked to attend, answer questions and present during the City Council meeting. Within ten days of that notification, the selected Proposer must submit the executed Agreement and submit the required insurance certifications and endorsements to the City (See **Attachment 2, Acknowledgement of Insurance Requirements**, of this RFP; Section 9 of the Agreement for insurance requirements.). City may, at any time, reject the Proposal of any selected consultant that fails to comply with these requirements, and may offer the Agreement to the next highest ranked proposer.

G. Modifications to Agreement

The Agreement for the project will be in substantially similar form to the agreement attached as **Attachment 3, Professional Services Agreement**, to this RFP. Note modifications required in Section II: *G. Comments on City Standard Consulting Services Agreement*. If Proposer desires any modifications to the form of the Agreement, the proposed modifications must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement, attached as **Attachment 3**, which is subject to minor modifications by City.

VI. LIMITATIONS

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for work.

All Proposals submitted in response to this RFP become the property of the City and public records, and as such may be subject to public review.

The City reserves the right to cancel, extend or revise, in part or in its entirety, this RFP including but not limited to selection schedule, submittal date, and submittal requirements.

The City reserves the right to waive any minor irregularities or informalities contained within this RFP, and/or reject any or all proposals received as a result of this request. If the City cancels, extends or revises the RFP, all RFP holders of record will be notified in writing. The City reserves the right to request additional information and/or clarifications from any or all responders to this RFP.

The City reserves the right to award in whole or in part, by item or group of items, by section or geographic area, when such action serves the best interests of the City. The City reserves the right to negotiate with any qualified firm.

The selected firm(s) will be expected to provide sufficient insurance coverage that meet the City's requirements. If the City is unable to negotiate a

satisfactory agreement with the top-ranked consultant, with terms and conditions the City determines, in its sole judgment, to be fair and reasonable, the City may then commence negotiations with the next most qualified consultant in sequence, until an agreement is reached or determination is made to reject all submittals.

The City and consultant may agree to add additional areas to the contract by mutual agreement at a later date. The City may elect to stop work at any time in the contract and will pay for work completed to that point on a time and material basis.

VII. ATTACHMENTS

- Attachment 1: Acknowledgement of Addenda
- Attachment 2: Acknowledgement of Insurance Requirements
- Attachment 3: Standard Professional Services Agreement

Attachment 1

Acknowledgement of Addenda

The undersigned consultant acknowledges receipt of the following Addenda, if issued, to the RFP Documents. If none received, check "None Received."

Addendum _____ No. _____, dated _____
Addendum _____ No. _____, dated _____
Addendum _____ No. _____, dated _____

None Received

Signature

Date

Print Name

Title

Firm

Attachment 2

Acknowledgement of Insurance Requirements

Included in the Cost Proposal is full compensation for the requirements of the Insurance Provisions of the Professional Services Agreement.

Workers' Compensation Insurance as per statutory requirements. By signing below, Proposer is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and if awarded a Contract, Proposer will comply with such provisions before commencing the performance of the work of this Contract. Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its elected and appointed officials, officers, agents, employees, and volunteers.

Employer's Liability Insurance of not less than limits of

- ONE MILLION DOLLARS (\$1,000,000) per accident and
- ONE MILLION DOLLARS (\$1,000,000) each employee by disease.

Commercial General Liability, including but not limited to Personal Injury and Property Damage Liability Insurance with limits of

- ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) in the annual aggregate.

Automobile Liability Insurance of not less than limits of

- ONE MILLION DOLLARS (\$1,000,000) per occurrence/accident and

Professional Liability Insurance of not less than limits of

- TWO MILLION DOLLARS (\$2,000,000) per claim.

The insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" ratings of A- and with minimum policyholder surplus of Fifty Million Dollars (\$50,000,000) or a company acceptable to City in its sole discretion. Workers' Compensation coverage requirements may be met with the California State Compensation Fund. All policies shall be issued in a form satisfactory to the City and shall be issued specifically as primary insurance over and above any insurance that City may carry. The insurer shall agree that its policy is Primary Insurance and that it shall be liable under its policy for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance affected by City. Consultant's general liability policies shall be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City, its elected and appointed officials, officers, employees, and agents shall be additional insureds under such policies.

Signature of Proposer/Title

Date

Attachment 3

**CITY OF SAUSALITO
PROFESSIONAL/CONSULTING SERVICES AGREEMENT**

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (the "Agreement") is made and entered into this _____ day of _____, 20____, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and _____ (hereinafter "Consultant").

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

Section 1. Scope of Work.

Consultant shall provide City with the services described in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full.

The duties and services required of Consultant under this Agreement and pursuant to this Section 1 are referred to throughout the remainder of this Agreement as "the Work."

Section 2. Term of Services.

The term of this Agreement shall begin on the Effective Date and continue through [date], and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 16.

Section 3. Responsible Individual.

Consultant represents and warrants that the execution of this Agreement has been approved by Consultant and that person executing this Agreement on behalf of Consultant has the full authority to do so. The person responsible for the Work is _____.

Section 4. Work Schedule.

Consultant shall be available to work as many hours as required to complete the Work immediately upon receipt of the signed Agreement from the City and shall complete each task in a timely manner as specified. Consultant shall not be held responsible for delays caused beyond its reasonable control.

Section 5. Compensation.

In consideration of the performance of the Work Consultant shall be compensated in accordance with the fee schedule attached hereto as Exhibit B. Consultant shall not charge City for any administrative expenses or overhead, including without limitation, facsimile, mileage and other/or any other expenses incurred by Consultant in connection with Consultant's provision of the Work. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full amount due and owing to Consultant in connection with performance of the Work.

Section 6. Amendments.

In the event City desires to retain Consultant for the performance of additional services or wishes to delete any services in connection with this Agreement, specifications of such changes and adjustments to compensation due Consultant therefore shall be made only by written and signed amendment to this Agreement.

Section 7. Independent Contractor - Subcontractors.

It is specifically understood and agreed that in the making and performance of this Agreement, Consultant is an independent contractor and is not and shall not be construed to be an employee, common law employee, agent, or servant of City. The consultant shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. Consultant acknowledges and agrees that he/she is not entitled to the benefits of civil service status and/or the rights and privileges enjoyed by civil service employees and Consultant hereby waives any and all claims to such rights and/or privileges.

Section 8. Consultant's Responsibility.

It is understood and agreed that Consultant has the professional skills necessary to perform the Work, and that City relies upon the professional skills of the Consultant to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Consultant thus agrees to so perform the Work.

Acceptance by City of the Work, or any of it, does not operate as a release of the Consultant from such professional responsibility. It is further understood and agreed that Consultant has reviewed in detail the scope of the work to be performed under this Agreement and agrees that in his professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 3 of this Agreement.

Section 9. Indemnification. Indemnity for

Professional Liability:

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal Consultant's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

Indemnity for Other Than Professional Liability:

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal Consultant's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

Section 10. Insurance. Professional

Liability Insurance

Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

General Liability

Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without

limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its elected and appointed officials, officers, employees, and agents shall be additional insureds under such policies.

Auto Liability

Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident.

Workers' Compensation

Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its elected and appointed officials, officers, agents, employees, and volunteers.

Section 11. Nondiscrimination.

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 12. City Personnel Conflict of Interest.

No officers, member, or employee of City and no member of the governing body of City who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which she is, directly or indirectly interested; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Consultant Conflict of Interest.

Consultant covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. Consultant further

covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

Section 14. Assignment.

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of City.

Section 15. Ownership of Work and Documents.

Consultant agrees that all work and documents produced in the performance of this Agreement, including the Destination Sausalito website and social media sites, domain name and registration, passwords and content shall be the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity.

Section 16. Termination.

City may terminate this Agreement at any time without reason stated or required by giving written notice of the same and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination.

If the Agreement is terminated by City as provided herein, Consultant shall be paid for all effort and material expended on behalf of the Work under the terms of this Agreement, less any charges against Consultant as otherwise provided herein, up to the effective date of termination, except that upon notification of such termination, Consultant shall immediately cease to undertake any duties under the Agreement not yet underway, and shall limit its further activities up to the effective date of termination to those duties necessary to wind up work then underway.

In Witness Whereof, City and Consultant have executed this Agreement as of the date first written above.

City of Sausalito

Consultant

By: _____
Its: _____

By: _____
Its: _____

approved as to form:

Mary Anne
Wagner City
Attorney

EXHIBIT A
SCOPE OF
WORK

EXHIBIT B
FEE
SCHEDULE