

GROVELAND COMMUNITY SERVICES DISTRICT
Issued: May 15, 2020



REQUEST FOR PROPOSALS (RFP)
Development Impact Fee Study

Deadline for Submission of Proposals:
June 12, 2020, 4:00pm

For an electronic version of this RFP, go to:

www.gcsd.org

(Click on "Bids, RFPs & RFQs")

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SECTION ONE: ACTIVITIES AND TIMELINES

ACTIVITY	DATE
• Release of published RFP	May 15, 2020
• Deadline for receiving all questions	June 1, 2020
• Deadline for RFP responses to be received by District	June 12, 2020
• Review Committee evaluates and ranks proposals	6/15/2020 – 6/19/2020
• Notice of contract award (Tentative)	6/26/2020
• Contract executed (Tentative)	7/14/2020

SECTION TWO: GENERAL RFP SUMMARY

The Groveland Community Services District is requesting proposals from experienced and qualified consulting firms to conduct a comprehensive Development Impact Fee study that meets the requirements of the Mitigation Fee Act (California Government Code Section 66000 et seq., also known as Assembly Bill 1600).

SECTION THREE: PROGRAM BACKGROUND AND OVERVIEW

Established as mining camps in 1852, Groveland and the nearby town of Big Oak Flat were once thriving California Gold Rush towns. After the decline in gold production, the historic town of Groveland made its mark offering hospitality to weary travelers coming to and from Yosemite National Park. Located only 26 miles from the northern entrance to the Park on Highway 120, today Groveland is the most convenient gateway for tourists coming from the San Francisco Bay Area, Sacramento, Stockton, or Modesto.

Although Groveland boasts a population of approximately 3,000 full-time residents, this number more than triples during the summer months. Visitors are attracted to both the magnificent beauty of our area, as well as the many recreational opportunities offered nearby. Our quiet hilltop community has managed to retain much of its old west charm, and still boasts the oldest continuously operating saloon in California. Travelers enjoy playing golf at Pine Mountain Lake’s 18-hole golf course, taking in the sun at one of the numerous recreational lakes nearby, fishing, hiking, and of course sightseeing.

The Groveland Community Services District (GCSD) was formed in 1955 to provide public services to the growing community, and to address the need for a solid water supply and wastewater treatment. GCSD provides water treatment and distribution; sewer collection, treatment, and disposal; fire protection/emergency response, and park services to the community and its visitors. Growth in residents and visitors to the area have resulted in impacts to GCSD services. GCSD has seen an increase in residential lots connected to the utility systems, conversion of second (vacation) homes to vacation rentals with higher demands for water and wastewater production, increasing numbers of visiting tourists, and an influx of resort hotels and

high-end camping facilities located between the GCSD boundaries and Yosemite National Park, and to which the GCSD Fire Department is the first responder.

The major population center within GCSD is the Pine Mountain Lake community, developed in the mid 1960's with 3441 residential parcels, a golf course, recreational lake and other amenities, and several commercial businesses. All parcels within the PML community are served with potable water from GCSD, with approximately 1500 lots also served by the GCSD sewer system. A total of 541 of the lots remain undeveloped in Pine Mountain Lake.

Development Impact Fees need to be evaluated and established; focused on future impacts to ensure services are adequate to meet the increased delivery needs due to the growth, and to ensure that existing customers do not shoulder an inappropriate amount of financial burden for the impact of new development on GCSD services.

Water and Sewer Capacity fees are in place and charged when a vacant lot develops (connection), but need to be evaluated for adequacy and compliance with the Water and Sewer System Master Plans, Capital Improvement Plans, and the Mitigation Fee Act of the California Government Code. The District is completing a water and sewer Master Plan update that addresses system optimization, upgrades, capacity needs and related costs. The system capacity and future development related costs identified in the Master Plan updates will serve as the basis for these Development Impact Fees, which may be charged upon connection to the systems as system development/capacity enhancement fees (connection fees), and/or Impact Fees for new land development projects planned to connect to the systems. For the purposes of this RFP, water and sewer connection/capacity/system development fees are herein referred to as Development Impact Fees.

Fire and Park Development Impact Fees need to be established to address the potential expansion of the District to serve additional planned residential development, the increased use of the existing parks, fire and emergency services when new building occurs, as well as the impact on fire department resources resulting from serving as the primary emergency responder to expanding tourist related facilities located both in and outside the GCSD boundaries.

The District intends to utilize a contractor to conduct a thorough and robust analysis to provide recommendations to the Board of Directors to establish Park, Fire, Water and Sewer Development Impact Fees.

SECTION FOUR: SCOPE OF SERVICES

The District is seeking assistance with providing a comprehensive analysis of its Water and Sewer Capacity Fees, and to establish Development Impact Fees for Fire and Park facilities and offer recommendations in a comprehensive fee study. The fee study should be all-inclusive analysis of current and future impacts to ongoing and one-time costs and revenues, containing the most current and relevant information. The Development Impact Fees can be based on multiple criteria, including residential development and non-residential development, occupancy,

square foot and use of structure, acreage, fixture count and/or industry standard measures as determined most applicable and relevant.

In addition to funding adequate future service capacity, Development Impact Fees will be utilized by the District as a proactive measure to recover costs previously expended to establish service capacity and to cover infrastructure and equipment costs as population continues to increase. The District is also interested in establishing Development Impact Fees to serve as the basis for cost recovery agreements for Fire Department services provided outside the District boundaries under mutual and automatic aid; and to ensure that the Fire Department has the facility and equipment resources necessary to meet District response performance standards. Park Development Impact Fees are intended to ensure that the adequate size, number and type of park facilities are established to meet the needs of the community and District standards. All Development Impact Fees should be established with consideration to impacts resulting from changes in use of existing commercial facilities, conversion of existing single family residential homes to use as short-term vacation rentals, new commercial construction and multi-residential facilities.

The successful proposer will develop a comprehensive analysis of impacts, which should include all types of development. The analysis should look at various levels of impact based on various levels of development. This will require collection and analysis of all necessary data and be based on sound and accurate modeling. This analysis should be presented in a written report to explain in clear and concise language the results of the analyses. In addition, the successful proposer should prepare a model that calculates the recommended fee amounts for different types of development and provide a presentation of that updated model to District staff as well as Board members.

SECTION FIVE: MINIMUM QUALIFICATIONS

Proposer and proposer's staff, including sub-contractors, shall have experience conducting Development Impact Fee studies for other local governmental jurisdictions and should have a sound and proven methodology for making fee recommendations.

Proposer shall possess all permits, licenses, and professional credentials necessary to perform the services listed in the Scope of Services in this RFP.

Proposer shall furnish all necessary labor, equipment, supervision, transportation, supplies and incidentals. to perform all work necessary.

SECTION SIX: PROPOSAL PACKAGE REQUIREMENTS

A. PROPOSAL FORMAT

Proposals are to be straightforward, clear, concise, and responsive to the information requested. In order for proposals to be considered complete, proposers must provide all requested information.

Each proposer must submit one original proposal and **four (4) additional copies of the proposal**. The original must be clearly marked “ORIGINAL.” If emailing or otherwise electronically transmitting the proposal, only the original should be sent; no copies are necessary.

B. PROPOSAL ELEMENTS

1. **Qualifications and Experience**

Provide an overview of your qualifications and experience with similar projects and comparable work.

2. **References**

Included at least three (3) references who can speak to your past performance and capability for the service requested.

3. **Approach**

Describe your approach to providing the Scope of Services described in the RFP in a high quality, cost-effective and comprehensive manner. Demonstrate thorough conceptual and technical understanding of the purpose and scope of the project. If planning to engage sub-contractors for any services in the Scope of Services, identify which items.

4. **Staff to be Assigned**

Provide a staff organizational chart and identify the roles and responsibilities to be fulfilled by each staff member or subcontractor.

5. **Cost**

Provide an itemized budget to conduct the comprehensive fee study, including a breakdown of personnel costs as well as any other anticipated costs.

SECTION SEVEN: RFP PROCESS

A. SUBMITTAL OF PROPOSALS

Sealed proposals must be received at the District Office, **NO LATER THAN June 12, 2020 at 4:00pm.**

Proposals are to be addressed as follows:

**Development Impact Fee Study (on Subject Line if by email)
Groveland Community Services District
18966 Ferretti Road, Groveland, CA 95321**

Or jflores@gcsd.org

Attention: Jennifer Flores

Proposer's name and return address must also appear on the envelope or in the signature line of the email.

Proposals will be received only at the address(es) shown above and must be received by the time indicated. It is the sole responsibility of the proposer to send or deliver its proposal so that it is received by the time and date required, regardless of postmark. Any proposal received after said time and/or date or at a place other than the stated address, cannot be considered and **will not be accepted**. The District's office time stamp, or time received via email shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals.

B. SUBMITTER'S QUESTIONS

Questions regarding the RFP must be submitted exclusively in writing by email to the District by **June 1, 2020 at 5:00pm**. Except for questions that might render the award of this contract invalid, the District will not respond to any questions submitted after this time. The District will use an addendum to the RFP to post any questions received, along with written responses, on the District website, www.gcsd.org, (click on "Bids, RFPs & RFQs"). **It is the responsibility of the proposers to check the District website to review the questions and responses.** Any oral responses to questions are not binding on the District.

Questions should be addressed to:

Groveland Community Services District
Attn: Jennifer Flores, Administrative Services Manager
jflores@gcsd.org

C. COSTS OF DEVELOPING THE PROPOSAL

All costs incurred in the preparation of a proposal are the responsibility of each proposer and will not be reimbursed by the District.

D. PROPOSAL TERMS AND CONDITIONS

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions of the RFP. By the submission of a proposal, the proposer certifies that if awarded a contract, proposer will make no claim against the District based upon ignorance of or misunderstanding of the specifications.

Each proposer shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public, following the completion of negotiations.

By submitting a proposal, each proposer certifies that all statements in this proposal are true. This constitutes a warranty, the falsity of which shall include the right, at the District's option, of declaring any contract made, as a result thereof, null and void. Proposals shall be completed, executed, and submitted in accordance with the instructions of this RFP. If a proposal is not submitted in the format specified in this RFP, it may be rejected, unless the District determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. The District may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or District may waive such deficiency, whichever is most advantageous to the District.

California law and federal law provide specific employment restrictions for retirees and/or current District employees that desire to contract with the District.

E. SUCCESSFUL PROPOSAL AS PART OF CONTRACT SERVICES

Proposals received in response to this solicitation, at the District's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, proposers are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The District reserves the right to negotiate modifications or revisions to any awarded contract.

1. EVALUATION OF PROPOSALS

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a contractor that best satisfies the District's requirements. The following describes the evaluation process and associated components.

2. SELECTION PROCESS

- a. The District shall name, for the purpose of evaluating the proposals for this RFP, a Review Committee composed of representatives from the District. The District may also elect to include as part of the Review Committee qualified representatives from other agencies or entities.
- b. Proposal documentation requirements set forth in this RFP are designed to provide guidance to proposers concerning the type of information that will be used by the Review Committee. Proposers shall be prepared to respond to requests by the Review Committee for additional items deemed necessary to assist in the evaluation process.

3. **EVALUATION CRITERIA & SCORING**

- a. The Review Committee shall be responsible for performing the evaluations of each proposal. Each member of the Committee shall rate the proposers separately. The scores of each of the Committee members shall then be averaged to provide a total score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

A.	Completeness of Proposal	Pass/ Fail
B.	Qualifications and Experience	40%
C.	Approach/Service Delivery/Methodology	40%
D.	Cost	20%

4. **AWARD**

Award will be made to the qualified proposer whose proposal will be most advantageous to the District, with price and all other factors considered. The District will negotiate with the highest ranked proposer to develop the scope of work and contract for mutual satisfaction.

If the District cannot successfully negotiate a contract with the highest ranked proposer, the District will terminate negotiations and begin negotiations with the next highest ranked proposer.

Proposers are advised District reserves the following prerogatives:

- To reject any or all proposals
- To consider historic information and fact, whether gained from the proposer’s proposal or any other source, in the evaluation process; and
- The proposer is cautioned that it is the proposer’s sole responsibility to submit information related to the evaluation categories and the District is under no obligation to solicit such information if it is not included with the proposal. Failure of the individual or firm to submit such information may cause an adverse impact on the evaluation of the proposal.

F. OTHER REQUIREMENTS

In order to contract with the Groveland Community Services District, a proposer must meet the following requirements:

- Make available to the District its federal Tax Identification Number (TIN) or Social Security Number (SSN).
- Comply with all Federal, State, and local rules, regulations and policies, including but not limited to:
 - Standard contract language of the District; and,
 - Insurance coverage to include worker's compensation, general liability, auto liability and professional liability, unless waived by the District.

G. NON-DISCRIMINATION

Non-Discrimination: The Contractor selected through this RFP shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

H. PUBLIC RECORDS ACCESS

Proposers should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the proposers to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the District agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the Review Committee has completed its evaluation and, or if, contract negotiations are complete.

SECTION EIGHT: CONTRACT INFORMATION
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A. SAMPLE AGREEMENT

A Professional Services Agreement will be developed which will detail the terms and conditions required by the Groveland Community Services District. A sample Professional Services Agreement is attached to this RFP for reference.

B. TERM/TERMINATION

The term of the initial contract awarded under this RFP will be for 6 months. By mutual agreement, this contract may be extended for an additional 6 months under the following circumstances:

- The District receives adequate funding to extend program operations;
- The Contractor has achieved demonstrable success by meeting all of the contract's service requirements;
- The District continues to need the services purchased under this RFP;
- The Contractor is willing and able to modify the services provided to best meet the needs of the program as determined by the District.

The contract will be subject to termination by either party upon 30 days' advance, written notice of intent to terminate. The District may terminate the contract at any time, without written notice, upon a material breach of contract by the Contractor.

C. FUNDING AVAILABILITY

It is mutually agreed that if the District budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the District shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. District budget decisions are subject to the discretion of the Board of Directors.

If funding for any fiscal year is reduced or deleted by the District budget for purposes of this program, the District shall have the option to either cancel this Agreement with no liability occurring to the District, or offer an Agreement amendment to Contractor to reflect the reduced amount.

D. INSURANCE

- A. The Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the District as may be required by the Risk Manager of the District. The Contractor's insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The Contractor shall provide notice to the Risk Manager of the District by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:
- i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
 - ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for

bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.

- iii. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles.
 - iv. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of five million dollars (\$5,000,000). Contractor agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement and any extensions thereof.
- B. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
- i. The District, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds ("District additional insureds").
 - ii. This policy shall be considered, and include a provision it is, primary as respects the District additional insureds, and shall not include any special limitations to coverage provided to the District additional insureds. Any insurance maintained by the District, including any self-insured retention the District may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. The insurer waives all rights of subrogation against the District additional insureds.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District additional insureds.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the District's option,

Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

- D. **Unsatisfactory Policies:** If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.
- E. **Failure to Comply:** Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

E. HOLD HARMLESS

Contractor shall indemnify, defend, save, protect and hold harmless District, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "District") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse District for any expenditures, including reasonable attorney's fees, the District may make by reason of such matters and, if requested by District, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the District or any other person; provided, however, that Contractor shall not be required to indemnify District for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the District.

If such indemnification becomes necessary, the District Counsel for the District shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the District. This indemnification clause shall survive the termination or expiration of this Agreement.