

December 31, 2014

Dear Sir or Madame:

The County of Ventura requests your proposal for the provision of the **2014 Multi-Hazard Mitigation Plan (RFP 5777)** per the attached requirements/specifications (See Exhibit A attached).

The Ventura County Sheriff's Office of Emergency Services is seeking qualified consultants to update the Ventura County OA Multi-Hazard Mitigation Plan. The current plan covers all-hazards to include natural, technological and human-made hazards. The services provided would include: catastrophic planning and response efforts inclusive to the County, the County's ten cities, educational institutions, Non-Governmental Organizations (NGO's), Special Districts, law enforcement agencies, fire agencies, emergency medical services and unincorporated areas of the county.

Consultants submitting proposals must demonstrate and provide verification of the following:

- Development of Federal/State approved Hazard Mitigation Plans with references. Contractors should set forth relevant experience in their proposal.
- Have a minimum of five years of experience in emergency preparedness, response, recovery and mitigation planning.
- Strong understanding of the existing plan, its purpose and the elements of the plan to include: hazard analysis, vulnerability analysis, capabilities assessment and mitigation strategies.
- Strong understanding and experience with the National Flood Insurance Program Community Rating System, especially Activity 510 – Floodplain Management Planning (2013 Manual).
- Experience with and knowledge of the various agencies involved such as: local governments, special districts and first responder agencies.
- Experience in facilitating planning meetings and all necessary tasks in coordinating a large diverse group of stakeholders.

- The plan should also include details such as the utilization of county/city/agency staff and public outreach.

Qualified consultants shall be skilled and currently practicing in the emergency management field and in the type of work called for in the solicitation documents. The County intends for this Request for Proposal (RFP) to result in the selection of one company to provide the services described above. However, the County reserves the right to select more than one consultant.

This Request for Proposal (RFP) has been posted on the GSA Procurement website for your convenience. Addenda and attachments, if issued, are also posted. It is the Consultant's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

Proposals will be received by the Ventura County Purchasing Agent until **3:00 p.m. on January 21, 2015**, at Ventura County Procurement, Government Center, Hall of Administration, 800 S. Victoria Ave., Ventura, CA 93009-1080.

Responses may NOT be submitted by facsimile or electronic mail. Proposals received after this date and time will not be considered.

Submit one (1) original and four (4) copies. Proposals should be sealed and marked: **RFP No. 5777 2014 MULTI-HAZARD MITIGATION PLAN UPDATE.**

Proposals must be valid for a minimum of 90 days.

This Request for Proposal (RFP) has been posted on the GSA Procurement website for your convenience. Addenda and attachments, if issued, are also posted. It is the Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

Award, if made, will be to the Consultant offering the most advantageous proposal after considerations of all evaluation criteria as follows: Proposals will be evaluated on the basis of experience, qualifications, approach to the project, compliance with contract terms and conditions, reasonableness of cost, and any innovative ideas. Criteria are not listed in any order of preference.

The County shall not be obligated to accept the lowest priced proposal. An award, if made, will be in the best interests of the County after all factors have been evaluated.

While the County intends to enter a contract for these services, it will not be bound to do so. The County reserves the right to reject any or all proposals.

The County shall be the sole judge of the successful offers hereunder.

CALENDAR

RFP ISSUED: December 31, 2014

LAST DAY FOR QUESTIONS: January 16, 2015

PROPOSALS DUE: January 21, 2015

RFP EVALUATION/AWARD: TBA

WORK BEGINS: TBD

FINAL COMPLETION DATE: September 4, 2015

PROPOSAL CONTENT: Proposals should contain the following information (in this order):

- a) Cover Letter – A cover letter, which shall be considered an integral part of the response, shall be signed by an individual(s) who is/are authorized to bind candidate contractually. The signature(s) must indicate the classification or position that the individual(s) holds.
- b) Company Profile/Experience – Provide a brief company profile and a detailed profile of company principal director(s). Information provided shall include:
 - 1. Name, address, and telephone number. Company headquarters location. Include office location closest to Ventura.
 - 2. Company background/history and why proposer is qualified to provide the services described in this RFP. What differentiates the company from its competitors and what is the company's market focus?
 - 3. Location(s) from which employees will be assigned.
 - 4. Number of employees both locally and nationally.
 - 5. Dun and Bradstreet number or a current financial statement. Offerors shall make a definitive statement regarding their financial ability to perform the requirements hereunder.
- c) Staff Qualifications and Availability - Proposals are to include information specifically on those persons actually performing work on the project including staff hourly rate and percentage of involvement for each person. Such information should include educational background, experience and professional resumes, as appropriate.

- d) Sub-contractors - If you plan to sub-contract work, you must indicate the name and address of each firm and the type of work, or tasks, they will perform. Identify the personnel to be assigned, their position, qualifications and representative experience.
- e) References -Proposals should include a brief resume of all similar projects your firm has performed in the past five years both in the public and private sector. Include client name, industry (healthcare, fire services, law enforcement, etc.), address, contact name, contact phone number, services provided, size of the project, and duration of the project for County review purposes.
- f) Plan and Approach - This section shall serve to provide the County with key elements and unique features of the proposal. The summary should include a work plan, including your approach, of how the tasks will be accomplished, as well as a schedule of milestones and deliverables.

Describe your approach to this project and any special ideas, techniques or suggestions that you think might make the project proceed smoothly. **Include the responsibilities of both parties, including the type and number of resources Sheriff's Office of Emergency Services is expected to provide. (see tasks in Exhibit A)**

- g) Contract - Award is contingent upon the successful negotiation of final contract terms. Offerors shall review the County's standard contract (attached **Exhibit B**), which shall form the **basis** for any contract entered into hereunder. Any comments/exceptions **or acceptance** of this contract must be included in your proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph. Deviations considered excessive by the County may reduce or eliminate an Offeror.
- h) Compensation - The proposal should contain all pricing information relative to performing and updating the Mutli-Hazard Mitigation Plan described in this request for proposal.

Proposals should include a brief description of how your firm has adhered to budget and schedule constraints for similar projects.

Identify a proposed budget and schedule per task with the work hours of key personnel, hourly rates, estimates for materials and other resources, and the schedule for the work.

Proposal pricing shall include everything necessary for completion and fulfillment of the contract. All other costs must be detailed. No additional

charges (e.g., for transportation, out-of-pocket expenses, etc.) will be allowed unless so specified herein.

Payments to the contractor will be made on the basis of each phase of the contract, which should be clearly defined by both task and cost in your proposal. The final payment for services rendered will be made upon final acceptance of completed project. Payments will be made within 30 days of receipt of contractor's invoice.

INSURANCE See contract

If further information is needed, please feel free to contact me at (805) 654-3756 or at bettina.vicencio@ventura.org.

Sincerely,
Bettina Vicencio
Buyer

RFP NO. 5777
2014 MULTI-HAZARD MITIGATION PLAN UPDATE
EXHIBIT A

INTRODUCTION

The Ventura County OA Multi-Hazard Mitigation Plan was created in 2005 and was updated in 2010. This is a multi-jurisdictional plan that identifies and addresses all-hazards, to include natural, technological and human-made, that directly impact the Operational Area's geographic location. The hazard mitigation planning process also encompasses work on the County's National Flood Insurance Program – Community Rating System (CRS). By updating and maintaining this plan, stakeholders are able to access information critical to the implementation of preventative measures that reduce the impact to residents, local businesses, local government agencies and adjacent jurisdictions along with state and federal partners. Furthermore, the successful approval and adoption of this plan will ensure that the County of Ventura and its sub-divisions will be eligible for federal and state post-disaster hazard mitigation grant funds.

Work for this project will include a complete review and update of both the 2010 Multi-Hazard Mitigation Plan and the CRS, especially Activity 510 – Floodplain Management Planning (2013 Manual) with the understanding that the OA's position on preparedness, response, recovery and mitigation must address geopolitical, population, climate and weather changes that have taken place since the previous planning cycle.

The Sheriff's Office of Emergency Services Planning Management Team will serve as the primary agency for the supervision of: the plan update process, agency coordination, managing the Consultant's contract and all fiscal administration for the Multi-Hazard Mitigation Grant Program.

The funding for this contract is being obtained through the 2014 Multi Hazard Mitigation Grant Program. This project is a multi-jurisdictional program and is subject to the review, approval and adoption of the plan by all stakeholders. The funds for this program will be used for the contractor fees inclusive of the design, implementation and project management. Materials, supplies and printing costs for all work associated with this project, to include meetings, will be the responsibility of the contractor.

SCOPE OF WORK

The Contractor will be responsible for developing the scope of work with a workable and realistic timetable for the successful completion of the plan update by August

1, 2015. The Contractor will be responsible for hosting, facilitating and coordinating all physical or virtual meetings of Ventura County Operational Area Stakeholders.

Review and update the existing Multi Hazard Mitigation Plan to meet the expectations of the stakeholders under the governing authority of the Multi-Hazard Mitigation Grant Program Guidance and the County of Ventura's Procurement Policies and Procedures. Successful completion of this project requires that Ventura County OA stakeholders reach consensus and formally adopt the updated plan. The following are essential project performance requirements:

The Contractor will identify all employees (including number of employees assigned), roles, assignments, rate of pay and designation determination.

The contractor will provide functional time sheets in an effort to measure progress, forecast and prevent cost overruns.

The contractor will accept the conditions of this contract as a Fixed Term Contract, acknowledge deadlines with the understanding of potential penalties for non-compliance with stated objectives and therefore, will be subjected to provide performance milestone reporting to the Sheriff's Office of Emergency Services Planning Management Team.

Printing and duplication of multiple documents to be produced by the Sheriff's Office of Emergency Services Planning Management Team.

Travel costs (i.e., commuting to and from meetings, mileage, fuel, airfare, rail) and communication expenses (i.e., cell phone charges, internet usage costs) will be absorbed by the Contractor as the cost of conducting business.

The Multi-Hazard Mitigation Plan will include, but not limited to the following elements:

a) Hazard Analysis:

- i. Review/Update current hazard profiles
- ii. Determine new hazards
- iii. Update/create historical hazard and hazard location maps using best available data
- iv. Develop hazard maps

b) Vulnerability Analysis:

- i. Review/Update Asset inventory lists for all local governments, special districts and first responder agencies.

c) Capability Assessment.

d) Development of Mitigation Strategies:

- i. Review/Update 2010 Mitigation goals, objectives, and actions.
- ii. Develop new mitigation strategies for all local governments, special districts and first responder agencies.

e) Stakeholder Appendices:

- i. Local Governments Critical Facilities Lists
- ii. Special Districts Critical Facilities Lists

f) Public Outreach and Comment:

- i. Conduct two town halls
- ii. Assist with public outreach

g) Community Rating System Elements

The project must be completed and final invoices must be received by the County of Ventura by August 1, 2015.

COUNTY OF VENTURA CONTRACT NUMBER # _____

CONTRACT

This Contract entered into this [REDACTED] day of [REDACTED], 201__, by and between the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and [REDACTED] COMPANY, hereinafter called "Contractor."

WITNESSETH

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance #4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing [REDACTED] services hereinafter described:
NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. **NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. **TERM**

This Contract will be in effect from _____, through _____ subject to all the terms and conditions set forth herein.

This contract may, upon mutual agreement, be extended for up to two (2) additional one (1) year periods.

Time is of the essence in the performance of this contract.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefore.

6. **TERMINATION**

The County Purchasing Agent may terminate this contract at any time for any reason by providing 10 days written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of

said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract.

7. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

9. **INSURANCE PROVISIONS**

A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance: **These are Standard Risk requirements –amend as needed. Refer to Insurance Matrix for more details.**

- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured

Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

- 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
 - C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
 - D) The County of Ventura, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this contract for General Liability Insurance.
 - E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
 - F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
 - G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this contract:
 1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsement for General Liability Insurance.
 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be

excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

11. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by [REDACTED] or his/her authorized representative.

14. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

15. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such

interest will be employed or retained by Contractor under this contract.

16. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

17. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 SOUTH VICTORIA AVENUE
VENTURA, CALIFORNIA 93009-1080

TO CONTRACTOR: _____

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

19. **ORDER OF PRECEDENCE (OPTIONAL, OMIT IF NOT APPLICABLE)**

This contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

1. This Agreement;
2. County of Ventura RFP #
3. Contactor's proposal dated _____

20. **GOVERNING LAW**

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

21. **SEVERABILITY OF CONTRACT**

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

22. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

23. **COMPLIANCE WITH LAWS**

Each party to this contract will comply with all applicable laws.

24. **ACCESS TO AND USE OF COUNTY TECHNOLOGY (REMOVE ENTIRE SECTION IF NOT APPLICABLE)**

As part of this contract Contractor shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, sub-contractor, or agent of the Contractor who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) County information technology in the course of his, or her, work for the County is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any County information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by the County.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

CONTRACTOR*

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

CONTRACTOR*

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.