



OFFICE OF EMERGENCY SERVICES

471 FOURTH STREET
HOLLISTER, CA 95023

Request for Proposal, RFP No PWB-2017

FOR

Multi-Jurisdictional Hazard Mitigation Plan Update

RFP DUE:
August 31, 2020 at 5:00 PM

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SECTION I. INTRODUCTION

The County of San Benito is requesting proposals for a new or updated FEMA-approved Multi-Jurisdictional Hazard Mitigation Plan to include the two incorporated cities: Hollister and San Juan Bautista, and two water districts: San Benito County Water District and Sunnyslope County Water District. The new plan will address the changes that jurisdictions have experienced with recent developments, progress of mitigation efforts, changes in priorities, and the impacts of recent disasters. The plan must comply with California Environmental Quality Act (CEQA) and the mitigation planning regulations for State (44 CFR Section 201.4 or 201.5), tribal (44 CFR Section 201.7 or 201.5), or local governments (44 CFR Section 201.6). The resulting update will also demonstrate compliance with the California Code of Regulations, Title 14, Division 6, Chapter 3, and Sections 15000-15387, and Local Mitigation Planning Handbook 2013 and Hazard Mitigation Assistance Unified Guidance 2015.

San Benito County is a political subdivision of the State of California and is governed by a five (5)-member Board of Supervisors. Administrative offices are located at 481 4th Street Hollister, CA 95023.

San Benito County is located in the Central Coast Region, 95 miles south of San Francisco. Contiguous counties include Santa Clara, Santa Cruz, Monterey, Fresno and Merced. Land area is 1396 square miles. Terrain varies from flat valley floor, to hilly rangeland in the east, to 5,450 foot peaks far south. The City of Hollister where the County seat is located is at an elevation of 229 feet. The north and northwest segments of the County are comprised of urban areas, leaving the southern portion of the County primarily rural.

Major transportation routes bisecting the County include Highways 101, 129, 156 and 25. The current population of San Benito County is approximately 60,000 inclusively. The County has two incorporated cities – Hollister, population 38,000, and San Juan Bautista, population 2,000.

SECTION 2. INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of Proposal

Respondents shall submit the completed Request for Proposals (RFP) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent's name, RFP number and page number. No oral, telegraph, telephone, facsimile, or photocopies will be accepted.

2.2 RFP Documents

The following, in addition to this RFP, constitute the RFP documents:

- Exhibit "A" – Prospective Respondent Fact Sheet
- Exhibit "B" – Customer References
- Exhibit "C" – Designation of Subcontractors
- Exhibit "D" – Non-Collusion Declaration
- Exhibit "E" – Insurance Information
- Exhibit "F" – Living Wage Compliance Statement
- Exhibit "G" – Sample Contract Documents

2.3 RFP Process Schedule

The following is an anticipated RFP and engagement schedule. The County may change the estimated dates and process as deemed necessary. The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
Advertise RFP – Free Lance	July 10, 2020
Release RFP	July 24, 2020
Deadline for Written Questions	August 14, 2020
Deadline for Submittals	August 31, 2020
Board Approval and Notify Contractors	August 22, 2020

2.4 Submission of Proposal

It is the responsibility of the Proposer to ensure that the proposal is received by San Benito County on or before the date and time specified above. Late proposals will not be considered. Due to COVID-19, all responses shall be electronic. All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Respondent and will not be reimbursed by San Benito County.

Respondents shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. Any unauthorized contact may be considered undue pressure and cause for disqualification of the Respondent.

Proposal must be received by the Office of Emergency Services on or before the time and date specified in proposal submittal instructions. It shall be the sole responsibility of the Respondent to ensure that the email is received at or before the specified time. Proposals received after the deadline will be deemed non-responsive and returned unopened.

The subject line must indicate the following:

“RFP PWB -2017: Multi-Jurisdictional Hazard Mitigation Plan Update”

2.5 Proposal Content

The County of San Benito requires a concise proposal that clearly incorporates the following requirements as outlined within the Request for Proposal.

- Cover Letter- Provide a one-page cover letter, which includes the firm name, address, and telephone number of the person or persons to be used for contact and who will be authorized to make presentations for the firm. The cover letter must bear the signature of the person authorized to sign on behalf of the proposer and to bind the applicant in a contract.
- Table of Contents - A comprehensive table of contents of the material, including page numbers, should be included in the beginning of the proposal.

- Introduction - Provide an overview of the company, including number of employees, number of years in business and the company's capabilities, Explanation of independence, Any conflicts of interest that exist, Explanation if the Respondent is a small or minority-owned business or women's business enterprise.
- Description of Study Understanding and Approach - The proposal will provide a statement of the proposer's understanding of the work to be done, a description of the methods and techniques to be used by the proposer to achieve the objectives of the contract, and a positive statement of commitment to perform the scope of work described.
- Client References: The Respondent shall submit a list of three (3) references. See Exhibit "B" – Customer References with RFP.
- Scope of Work (Note as Exhibit A in your proposal)
- Work Program (Note as Exhibit B in your proposal)
- Cost estimate breakout of consulting fee (Note as Exhibit C in your proposal)
- Location of local office

2.6 On Site Inspection

On-site inspection of Respondent's facilities may be performed by the County and an evaluation committee to ascertain that facilities and equipment are in accordance with the requirements and intentions of the specifications.

2.7 Multiple Bids

Only one RFP will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one RFP.

2.8 Point of Contact

All questions regarding this RFP must be submitted in writing to Kris Mangano who may be reached by email at kmangano@cosb.us or by phone at (831) 636-4168 by August 14, 2020. No other individual has the authority to respond to any questions submitted unless specifically authorized by Kris Mangano. Failure to adhere to this process may disqualify the Respondent. Questions will be researched and the answers will be communicated to all known interested parties after the deadline for written questions.

2.9 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration on the form furnished by the County. Exhibit "D" is attached to the RFP.

2.10 Cost of Service

The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed to costs and cash discounts are to be firm through the end of the contract term. Upon renewal, rates may be adjusted by mutual agreement. Any subsequent cost increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area for the twelve (12) months preceding the agreement's

expiration date, plus the annual Living Wage increase. However, in the case of an announced cost decrease, such decrease shall be passed on to the County.

2.11 Reservations

The County reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all RFPs, without indicating any reasons for such rejection
- Waive or correct any minor or inadvertent defect, irregularity or technical error in any RFP or procedure, as part of the RFP or any subsequent negotiation process
- Terminate this RFP and issue a new Request for Proposals anytime thereafter
- Procure any materials or services specified in the RFP by other means
- Extend any or all deadlines specified in the RFP, including deadlines for accepting RFPs by issuance of an Addendum at any time prior to the deadline for receipt of responses to the RFP
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the RFP or other data available to the County. Such disqualification is at the sole discretion of the County
- Reject the RFP of any Respondent that is in breach of or in default under any other agreement with the County
- Reject any Respondent deemed by the County to be non-responsive, unreliable, unqualified or non-responsible

2.12 Notification of Withdrawals of RFPs

RFPs may be modified or withdrawn prior to the date and time specified for RFP submission by an authorized representative of the respondent or by formal written notice. All RFPs not withdrawn prior to the response due date will become the property of the County of San Benito.

2.13 Interpretation

Should any discrepancies or omissions be found in the RFP specifications/requirements, or doubt as to their meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The County will send written instructions or addenda to all participants in this RFP process. The County shall not be held responsible for oral interpretations. Questions must be received at least seven (7) days before RFP closing date. All addenda issued shall be incorporated into the Contract.

2.14 Pre-Award Conference

San Benito County may, at its discretion, request presentations by or meetings with any or all Respondents to clarify specifications or negotiate modifications to the Respondents' proposals. Reasonable advance notice will be provided to select Respondents, not all Respondents submitting a proposal may be asked to participate in oral presentations.

2.15 Notice of Award

It is expected that a decision about selection of the successful Multi-Hazard Mitigation Plan contractor will be made within two (2) months of the closing date for the receipt of proposals.

Upon conclusion of final negotiations with the successful contractor, all Respondents submitting proposals in response to this Request for Proposal will be informed, in writing, of the name of the successful generator maintenance company firm.

2.16 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the agreement must be executed by both parties.

2.17 Compliance

Respondent, have you complied with all specifications, requirements, terms and conditions of this Proposal?

Yes _____ No _____

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation

Is a Solid Waste Diversion Plan needed for these services?

Yes _____ No _____

2.18 Contractor Responsibility and Performance

The County will consider the Contractor to be the sole point of contact with regard to all contractual matters.

Contractor shall provide the services of one (1) or more qualified contract manager(s) responsible for assuring that the services provided under the Contract are satisfactory. It is desirable that the Contractor have local representation to provide onsite consultation/problem resolution if required.

2.19 Contractor Qualifications

The following, in addition to any other information you may wish to submit, must be provided in attachment form as part of your Proposal. All responses shall reference the RFP paragraph number.

- a. Experience: Contractor shall be an established firm conducting business of the nature specified in this RFP for a minimum of Five (5) years. Contractor shall provide a brief statement of company background including years in business and experience of support staff that would be assigned to the Contract. Support staff must be bonded and uniformed.
- b. Permit: Contractor must possess and provide a copy of license or permit to do business in the State of California and the County of San Benito.
- c. Other Information: Any other information the Contractor deems appropriate should be included in this section.

2.20 Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their

provisions. Any changes to these documents will be issued in writing via Addenda by Kris Mangano or designee.

If/when necessary, a written addendum will be emailed to all prospective respondents.

2.21 Extending Contract Prices

If you are the successful Respondent, will you extend costs quoted to the County of San Benito to other municipalities, districts or jurisdictions (political subdivisions)?

Yes _____ No _____

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Supplier.

2.22 Proprietary Information

All information appearing within the response is subject to Public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope and referenced only within the body of the response.

SECTION 3. EVALUATION CRITERIA

- 3.1 Nonresponsive Proposals: Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:
 - The proposal is not received in a timely manner in accordance with the terms of this RFP.
 - The proposal does not follow the specified format.
 - The proposal is not adequate to form a judgment by the reviewers that the proposed undertaking would comply with the State of California’s requirements and regulations pertaining to the Hazard Mitigation Grant Program.
- 3.2 Responsive Proposal: The County shall use the information provided by the Respondent in response to the information requested in Proposal Content. Technical Qualifications to determine if the Respondent is responsive.
- 3.3 Review Process: In compliance with Uniform Guidance 2 CFR Part 200.319 – Competition, San Benito County has conducted this procurement in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference.
- 3.4 Process of Award: San Benito County reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals

should be submitted initially on the most favorable terms, from both technical and price standpoints, that the Respondent can propose.

- 3.5 Proposal Consideration: San Benito County contemplates award of the contract to the responsible Respondent which best meet the needs of this project and is the lowest responsive bidder.

SECTION 4. STATEMENT OF WORK, SPECIFICATIONS

4.1 Scope

It is the intent of the County to solicit an RFP for a Multi-Jurisdictional Hazard Mitigation Plan as a master agreement and award all services to a single contractor. Individual costs and billing are required, since various County Departments are involved in accessing services and payments will be made from a number of individual accounts.

The County maintains the right, as it may deem necessary, to add or delete services to this contract, with only a thirty (30) day written notice, in order to accommodate any future County offered programs or as a result in the reduction in County funds. Requests for increase in services will be negotiated with the successful bidder based on the hourly rates provided herein.

4.2 General Requirements

Under direction from the Emergency Services Manager and selected staff, the consultant shall provide the following services:

Develop a draft for an updated or new Multi-Hazard Mitigation Plan Update which is in accordance to state and federal requirements”

- The plan must be in accordance with Disaster Mitigation Act 2000 regulations and must comply with FEMA’s mitigation plan requirements to include but not limited to programs such as the Stafford Act, National Flood Insurance Act, and the Water Infrastructure Improvement for the Nation Act.
- The plan must maintain San Benito County’s eligibility for FEMA Pre-Disaster Mitigation (PDM) and Hazard Mitigation Grant Programs (HMGP).
- The Plan also serves to enhance the County’s Community Rating System (CRS) Floodplain Management Program.
- The narrative should outline all hazards and risks within San Benito County (to include the water districts) and indicate that the updated plan includes an updated risk assessment (which includes climate change as per FEMA guidelines), reflects new and existing hazard data, includes up-to-date and historical maps, occurrences of hazard events, an up-to-date mitigation strategy and action.

4.3 Work Product

All items delivered will be the sole property of the County of San Benito. All deliverables should be completed using Microsoft Word or Excel formats. A complete set of all documents and exhibits, including but not limited to maps, charts, tables are to be provided on two universally

accessible storage medium (e.g. USB flash drive). Monthly progress reports including research information are to be submitted to relevant planning department personnel. Final deliverables are to include the following:

- Up-to-date Multi-Hazard Mitigation Plan in compliance with State and Federal guidelines as outlined previously
- Schedule to complete scope of work by February 28, 2022
- Budget estimate (\$130,000)

4.4 Proposal Content

The County of San Benito requires a concise proposal that clearly incorporates the following requirements as outlined within the Request for Proposal.

- Cover Letter
- Description of Study Understanding and Approach
- Technical Qualifications as described below
- Client References
- Scope of Work (Note as Exhibit A in your proposal)
- Work Program (Note as Exhibit B in your proposal)
- Cost estimate breakout of consulting fee (Note as Exhibit C in your proposal)

4.5 Relevant County Documents

- Hazard Mitigation Assistance Unified Guidance (2015) <https://www.fema.gov/media-library/assets/documents/103279>
- Local Mitigation Planning Handbook (2013) https://www.fema.gov/media-library-data/20130726-1910-25045-9160/fema_local_mitigation_handbook.pdf
- San Benito County 2035 General Plan (2015) <http://cosb.us/wp-content/uploads/Adopted-2035-GPU.pdf>
- San Benito County Mitigation Plan (2015) <http://www.cosb.us/wp-content/uploads/Local-Hazard-Mitigation-Plan- -SBC-FEMA-Approved.pdf>

SECTION 5. STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for the contract between the County and the successful Contractor(s).

5.1 Term of Contract

The term of this contract shall be for duration of the project.

5.2 Purpose of Contract

The purpose of the Contract is to establish the terms and conditions under which the Contractor shall provide a Multi-Hazard Mitigation Plan to the County of San Benito.

5.3 Changes

After award, no changes or additional service charges shall be made or imposed during the life of the Contract, nor will bills for changes or extra charges, modifications or deviations be recognized or paid for except upon written order from the County of San Benito Office of Emergency Services, in advance of any additional work.

5.4 License and Permits

Contractor's employees shall possess all licenses, registrations and permits required by the State of California, Bureau of Security and Investigative Services and the County of San Benito Sheriff's Department. Such licenses and permits are to be presented to the County prior to the contract signing and for the appointed guard before reporting to duty at the County.

The Contractor shall also maintain all other business and professional licenses that may be required by Federal, State and local codes.

5.5 Compliance with Laws

Contractor shall, during the term of the Contract, comply with all applicable federal, state and local rules, regulations and laws.

5.6 Termination

The County reserves the right to terminate the Contract, in whole or in part, at any time, for any reason, without penalty. County shall give Contractor thirty (30) days written notification prior to the effective date of termination. The Contractor may terminate this agreement with a thirty (30) days written notification stating the reason for cancellation and mailed to the Office of Emergency Services, 471 Fourth Street, Hollister, CA 95023.

5.7 Assignment

Contractor shall not assign the Contract, or any interest herein, without the written consent of the County, and then only to a person or persons approved by the County on such terms and conditions as County may require.

5.8 Inclusion of Documents

This RFP, all addenda, and the submittal in response to this RFP will be required to be incorporated as part of any final Contract.

5.9 Payment Terms

Invoices are to be sent to the individual department contact and will be processed upon receipt for payment.

5.10 Price Guarantee

The County expects the cost to remain the same during the length of the contract. The County will not recognize change orders unless approved by the authorized representative of the Office of Emergency Services in advance of the commencement of the additional work. Hourly rates may be adjusted only as stated in 2.13 of these terms and conditions.

5.11 Invoicing

Contractor shall itemize all applicable service and labor charges. Each invoice must clearly identify the following information:

- County Contract or Purchase Order Number
- Service location
- Time and date of service
- Signature of Department Contact, or designee

5.12 Price Decline

In the event of a price decline or if the Contractor contracts with another government entity for the same service at lower prices than offered herein, with other terms and conditions being equal, then supplier shall immediately extend those same lower prices to the County.

5.13 Force Majure

Contractor shall not be liable for any delays with respect to the Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

5.14 Severability

Should any part of the Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Contract which shall continue in full force and effect; provided that the remainder of the Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

5.15 Controlling Law

The Contract shall be governed and construed in accordance with the laws of the State of California and proper venue for legal action regarding the Contract shall be the County of San Benito.

5.16 Amendment

Amendment to or modification of the terms and conditions of the Contract shall be effective only upon the mutual consent in writing by the parties hereto.

5.17 Indemnity and Insurance Requirements

Certificates of Insurance for Liability, Automobile, and Worker's Compensation must be provided to the County of San Benito before contract is signed and must remain in effect throughout the entire term of the Contract; reference Exhibit "D".

The County reserves the right to withhold payments to Contractor or cancel contract in the event of non-compliance with the insurance requirements outlined above.

5.18 Living Wage

Contractor must complete the exhibit in regard to living wage statement for employees.

Complete and return Exhibit "F" with RFP.

5.19 Default

- 1) The County may, subject to the provisions of Paragraph 3, below, by written notice of default to the Contractor, terminate the whole or any part of a contract in any one of the following circumstances:
 - a) If the contractor fails to make delivery of the supplies or to perform within the time specified herein or promised, or any extension there of; or
 - b) If the contractor fails to perform any of the other provisions of this contract.
- 2) In the event the County terminates a contract in whole or in part, as provided in Paragraph (a), of this clause, the County may procure, upon such terms and in such manner as may deem appropriate, supplies, services or work similar to those so terminated, and the contractor shall be liable to the County for any excess costs for such similar supplies, services or work; PROVIDED, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault and negligence of the contractor.

5.20 Equal Employment Opportunity

During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:

- (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion,

or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. To be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

5.21 Independent Contractor Status

CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

Principal Test: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

Secondary Factors: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

- 5.22 Non-assignment
CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.
- 5.23 Acknowledgement
CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.
- 5.24 Retention and Audit of Records
CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
- 5.25 Presentation of Claims
Presentation and processing of any or all claims arising out of or related to any Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.



OFFICE OF EMERGENCY SERVICES

471 FOURTH STREET
HOLLISTER, CA 95023

SECTION 6. OFFICIAL RFP FORM

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for the costs stated and in conformance with all plans, specifications, requirements, conditions and instructions. All hours are approximate and there is no guarantee that all hours will be met. No minimum or maximum hours apply to the resulting contract. The respondent is to consider the estimate number of hours as only a ball park figure based on prior history for the same services.

Complete the following Exhibit A including costs of services as shown. Please note any deviation from the hourly charge and indicate the number of hours needed to complete each task.

I declare under penalty of perjury that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Proposal.

Executed in _____, California, on _____, 2005

SIGNATURE _____ TITLE _____

PRINTED NAME OF PERSON WHO'S SIGNATURE APPEARS _____

NAME OF FIRM _____

ADDRESS _____ CITY _____ ZIP _____

TELEPHONE _____ DATE _____

Exhibit "B"
CUSTOMER REFERENCES

List and submit with this RFP four (4) customer references, two (2) of which should be in the San Benito County Area, for whom you have furnished similar services in size and nature.

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

Exhibit "C"

DESIGNATION OF SUBCONTRACTORS

Respondent shall complete the form below for each Subcontractor. A Subcontractor is one who: (1) performs Work or labor; or (2) provides a service to the Respondent. If there are no subcontractors, please state "NONE".

SUBCONTRACTORS		
NAME	LOCATION OF BUSINESS	WORK

SIGNATURE BLOCK	
Respondent Signature: _____	Date: _____
Respondent's Name & Title (Print): _____	

Exhibit "D"
COUNTY OF SAN BENITO
NON-COLLUSION DECLARATION

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH RFP

I, _____, am the
(Name)

_____ of _____,
(Position/Title) (Company)

the party making the foregoing RFP that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the RFP is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham RFP; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham RFP, or that anyone shall refrain from bidding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFP are true; and, further, that the respondent has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

(Date)

(Signature)

EXHIBIT "E"
INSURANCE REQUIREMENTS

Indemnity

In conjunction with work performed at County site, the Contractor shall exonerate, indemnify, defend, and hold harmless COUNTY (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

1. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. In addition, the Contractor shall hold the County of San Benito its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.

2. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

Insurance

CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

1. Types of Insurance and Minimum Limits
 - a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.

 - b) CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per accident for bodily injury and property damage.

 - c) CONTRACTOR shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
 - (i) Contractual liability coverage adequate to meet the CONTRACTOR'S indemnification obligations under this Request;
 - (ii) Full Personal Injury coverage;
 - (iii) Broad form Property Damage coverage, and

(iv) A cross-liability clause in favor of COUNTY.

2. Other Insurance Provisions

a) As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by COUNTY.

b) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CONTRACTOR shall maintain such insurance coverage for five years after expiration of the term (and any extensions) of this Contract.

c) All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy:
"The County of San Benito is hereby added as an additional insured as respects the operations of the named insured."

d) All the insurance required herein shall contain the following clause:
"It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the COUNTY shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the COUNTY as evidenced by properly validated return receipt. Such notice shall be sent to: County of San Benito, San Benito County Administration Office, 481 4th Street, San Benito, CA 95023".

e) Prospective CONTRACTOR agrees to provide COUNTY at or before the effective date of any award resulting from this Request for Proposal with a certificate of insurance of the coverage required.

f) All required insurance policies shall be endorsed to contain the following clause:
"This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

County of San Benito
Office of Emergency Services
471 Fourth Street
Hollister, CA. 95023

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide COUNTY on or before the effective date of this contract Certificates of Insurance for all required coverage.

All respondents will be required to furnish, at time of submittal of Request for Proposals, proof of the insurances stated herein, which will be incorporated in the final contract with the Contractor selected.

If you do not currently carry the type/limit of insurance stated herein, please submit your RFP with any differences clearly noted. Indicate if you would be able to obtain the proposed insurance and, if so, indicate the dollar amount, if any, that your RFP would be increased due to the cost of this insurance. Finally please indicate any other problems you or your insurance carriers may have with the proposed insurance requirements and why.

It is recommended that you provide a copy of the insurance requirements to your insurance broker(s) for review. Should either you or your broker have questions regarding any of these provisions, contact County Risk Management at 831-636-4000.

Exhibit "F"

COUNTY OF SAN BENITO
LIVING WAGE COMPLIANCE STATEMENT

COMPANY NAME:

Address: _____
Street City State Zip

Proposed Service: _____

1. Number of employees: _____ If five or less, please sign below and return.
2. Are your employees covered by a collective bargaining agreement? Yes: ___ No: ___

If yes, please indicate the name(s) of the union and/or bargaining unit and then sign and return:

3. Are your employees receiving a pay rate that meets or exceeds the Federal Living Wage requirements: Yes:___ No: ___
4. Are medical benefits provided to your employees? Yes:___ No: ___

If yes, enter the name and address of the plan or program below.

5. Number of compensated days off (sick leave, vacation, holidays) per year for full-time employees: _____
6. Will any subcontractors perform work on this contract? Yes: ___ No: ___

If yes, please complete and submit this form for each subcontractor working on this County Contract.

7. Please list any other contracts for services you currently have with the County:

_____ \$ Amount

8. Within the last five years, have you had any violations with the National Employees Relations Board, the Occupational Safety and Health Agency, the California Labor Commission, the Equal Employment Opportunity Commission, and/or the Department of Fair Employment and Housing. Yes: ___ No: ___

If yes, attach a statement describing the findings of violations and how they were addressed. You may be required to provide information regarding employee turnover, wages paid, benefits and employee grievances or complaints.

Do you agree to provide this information within 10 days of request? Yes: ___ No: ___

9. You may be required to provide certified payroll records 30 days after the contract commencement to include the following information for each of your employees: employee name, contact phone number, job classification, date of hire, employer benefit contribution, and hourly wage.

Do you agree to provide this information within 10 days of request? Yes: ___ No: ___

I certify, under penalty of perjury, that the above information is true and correct.

Name (please print)	Title	Phone Number	Fax Number
Signature			Date

“Exhibit G”

SAMPLE CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and _____("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on _____, and end on _____, unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: N/A
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. Termination.

The number of days of advance written notice required for termination of this contract is 30.

7. Specific Terms and Conditions (check one)

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

[] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name:

Title:

Address: 2301 Technology Parkway

Hollister, California 95023

Telephone No.: (831)245-9657

Contract Administrator for CONTRACTOR:

Name:

Title:

Address:

Telephone No.: ()

SIGNATURES

San Benito County Board of Supervisors:

Name: _____

Chair, San Benito County Board of Supervisors

Date: _____

Approved By Contractor:

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Joel Ellinwood, Assistant County Counsel

Date: _____

ATTACHMENT A
Scope of Services

CONTRACTOR, for the COUNTY'S benefit, shall provide the following Consulting services

- A. CONTRACTOR shall perform the following
- B. CONTRACTOR shall complete all of the work within 10 days of the COUNTY's issuance of the Notice to Proceed
- C. CONTRACTOR shall do all of the work and furnish all the materials, supplies, tools, equipment, labor and other services necessary to complete the project in good, workmanlike and substantial manner and to the COUNTY's satisfaction.

END OF ATTACHMENT A

**ATTACHMENT B
Payment Schedule**

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$ _____,

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

END OF ATTACHMENT B.

“Exhibit H”

HMGP Cost-Estimate Spreadsheet

A. Cost-Estimate Instructions:

Provide detailed cost-estimate breakdown, provide documentation to support the cost estimate, and include a cost-estimate in spreadsheet as well as the scope of work.

B. Ineligible Costs:

- Lump Sums
- Contingency Costs
- Miscellaneous Costs
- “Other” Costs
- Cents (must round unit prices up to whole dollars)

C. Pre-Award Costs:

Eligible pre-award costs are costs incurred after the disaster date of declaration, but prior to grant award. Pre-award costs directly related to developing the subapplication may be funded.

D. Cost-Estimate Narrative:

FEMA requires a cost estimate narrative that explains each projected expenditure in detail, must mirror the cost estimate spreadsheet and should include a detailed narrative explaining and supporting each cost listing in the Cost Estimate Spreadsheet. If cost estimate includes City, County, or state employee’s time, include personnel titles and salary/hourly wages plus benefits for a total hourly cost. Detailed, functional timesheets must be retained.

- Title the document “Cost Estimate Narrative” and attach to the subapplication as “Exhibit C”

COST-ESTIMATE SPREADHSEET EXAMPLE				
ITEM NAME	UNIT QTY	UNIT	UNIT COST	COST EST TOTAL
Plan initiation	40	HR	\$120	\$
				\$
				\$
				\$
				\$
				\$
TOTAL COST ESTIMATE:				\$