

REQUEST FOR PROPOSAL -- THIS IS NOT AN ORDER



COUNTY OF YUBA
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PURCHASING AND CONTRACTS
915 8TH St # 119
Marysville, CA 95901
(530) 749-7880

ISSUE DATE: MAY 11, 2018

DESCRIPTION OF REQUESTED GOODS OR SERVICES: **EMERGENCY OPERATION CENTER (EOC) EXERCISE**

Return signed original response, along with 6 copies in a sealed envelope, clearly marked on outside with proposal number, to: Yuba County Administrative Services, 915 8th St # 119, Marysville, CA 95901; Luis Sandoval, Purchasing and Contracts.

PROPOSALS MUST BE SIGNED WITH ORIGINAL INK SIGNATURE, RECEIVED AND TIME-STAMPED PRIOR TO THE DATE AND TIME INDICATED BELOW.

RESPONSES WILL NOT BE ACCEPTED AFTER 1:00 P.M. ON: May 31, 2018

Proposal responses will be considered valid for a period of 90 calendar days after closing date above.

For additional information, contact:

Timothy J. McCoy, (530) 749-7880 or tmccoy@co.yuba.ca.us

COUNTY DELIVERY ADDRESS FOR GOODS OR SERVICES RESULTING FROM THIS REQUEST:
COUNTY OF YUBA ADMINSTRATIVE SERVICES, 915 8TH ST #119, MARYSVILLE, CA 95901

FAILURE TO SIGN THIS PAGE WILL DISQUALIFY YOUR RESPONSE

The undersigned offers and agrees to furnish the articles and/or services listed in this document at the prices and terms stated, subject to the General Conditions of this Request:

Firm Name: _____

F.O.B. Point: **DESTINATION**

Street Address: _____
ARO

Delivery Date: No Later Than _____ Calendar Days

City, State, Zip Code: _____

Telephone: _____

E-Mail: _____

Proposer Contact: _____

AUTHORIZED SIGNATURE & DATE: _____

Proposer acknowledges receipt of RFP Addendum(s) ____ through ____ . (Proposer to Complete)

ALL SPECIFICATIONS, TERMS AND CONDITIONS OF THIS REQUEST WILL APPLY TO ANY RESULTING ORDER.

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1 Definitions

Response:

The written, signed and sealed complete document submitted according to the proposal instructions. Response does not include any verbal or documentary interaction apart from submittal of a formal Response.

Request/Proposal/Bid:

The completed and released document, including all subsequent addenda, made publicly available to all prospective proposers.

We/Us/Our:

Terms that refer to the County of Yuba, a duly organized public entity. They may also be used as pronouns for various subsets of the county organization, including, as the context will indicate:

- Purchasing – the contracts and purchasing Services Division of the Department of General Services.
- Department/Division – The department or division requesting the goods or services contained in this request, for which this PROPOSAL is prepared and which will be the end user of the requested goods or services.
- Constituency – The Client base or County population which may benefit from the procurement of goods and/or services requested herein.

You/Your:

Terms that refers to businesses/individuals submitting a response. The term may apply differently as the context will indicate.

- Supplier – A business entity engaged in the business of providing services.
- Proposer – A business entity submitting a Response to this proposal. Suppliers which may express interest in this proposal, but who do not submit a Response, have no obligations with respect to the proposal requirement.
- Contractor – The Proposer(s) whose Response to this proposal is evaluated as meeting the needs of the County. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in this proposal.
- Contractor’s Employee – all persons who can be offered to provide the services described in the proposal. All employees of the Contractor shall be covered by the insurance programs normally provided to persons employed by a company (ex: Worker’s Comp, SDI, etc.).

Mandatory:

A required element of this request/proposal/bid. Failure to satisfy any element of this request/proposal/bid defined as “mandatory” will disqualify the particular response.

Default:

A failure to act as required by any contract resulting from this request, which may trigger the right to sue or may excuse the other party’s obligation to perform under the contract.

Cancellation/Termination:

A unilateral or mutual decision to not complete an exchange or perform an obligation under any contract resulting from this request.

“Or Equal”:

A statement used for reference to indicate the character or quality desired in a requested product or service. When specified in a proposal document, equal items will be considered, provided the response clearly describes the article. Offers of equal items must state the brand and number, or level of quality. When brand, number, or level of quality is not stated by proposer, the offer will be considered exactly as specified. The determination of the Purchasing Agent as to what items are equal is final and conclusive.

2 Introduction

The County of Yuba, Office of Emergency Services invites the submittal of written proposals from qualified firms that specialize in operations based exercise design, planning, implementation, facilitation and evaluation. The proposer will be required to develop and implement an exercise involving a slow rise flood event along the Yuba, Feather, Bear Rivers and Dry Creek in Yuba County. The exercise will involve agency representatives from: County Executives, appropriate City and County Departments, Law Enforcement Agencies, Fire Agencies, Public Health, Cal OES, DWR, reclamation districts, hospital staff and the NWS.

The proposer will be responsible for assisting with scheduling and convening planning meetings, facilitation, documentation, supplying evaluation personnel and debrief of the exercise. The Qualifications include familiarity with slow rise flood events within and near Yuba County and guidelines and familiarity with the Homeland Security Exercise and Evaluation Program (HSEEP). Neighboring entities may conduct a full-scale exercise around the same timeframe, the proposer, will make recommendations to these entities regarding the possibility of coordinating exercise activity such that full-scale exercise play may be incorporated as injects into the Yuba County EOC exercise.

Responders are encouraged to visit the County of Yuba website at www.yuba.org for additional information about the county. A copy of the county's Emergency Operations Plan is available on the following web page:

http://www.co.yuba.ca.us/departments/oes/Documents/YubaCounty_EOP_ADOPTED_August-2015.pdf. A copy of the Yuba County Slow Rise SOP will be made available to the selected consultant.

3 Project Description

Under the direction of the Emergency Operations Manager and Planner for Yuba County Office of Emergency Services, the selected consultant shall facilitate, record, and evaluate a slow rise flood exercise designed in coordination with a planning team from Yuba County. The exercise will be conducted in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) criteria.

3.1 Exercise Goals and Objectives

Certain goals and objectives were identified as part of a grant application for the exercise. The consultant will validate the need for these goals and objectives, or assist in recommending new goals and objectives and ensuring their alignment with Core Capabilities.

- 3.1.1 Strengthen communications capabilities
 - 3.1.1.1 Notification of an EOC activation using CodeRED for EOC management;
 - 3.1.1.2 Establishing EOC Objectives
 - 3.1.1.3 Establishing a Joint Information Center and coordinate messages
 - 3.1.1.4 Internal & external communications systems with responding agencies
- 3.1.2 Strengthen Information Sharing, Collaboration Capabilities and Law Enforcement Investigations
 - 3.1.2.1 Determine need for County Proclamation
 - 3.1.2.2 Liaisons with external agencies from State, Federal and Private Industry
- 3.1.3 Strengthen Medical and Public Health Preparedness
 - 3.1.3.1 Address AFN populations
- 3.1.4 Enhance Protection of Critical Infrastructure & Key Resources
 - 3.1.4.1 Identify effected area and what actions need to be taken
 - 3.1.4.2 Identifying resource needs (people and equipment)
 - 3.1.4.3 Determine need for shelters
- 3.1.5 Enhance Catastrophic Incident Planning, Response and Recovery
 - 3.1.5.1 Identify estimated response timeline and recovery timeline
 - 3.1.5.2 Identify Recovery Issues
 - 3.1.5.3 Deploy and stage Mobile Command Vehicle
 - 3.1.5.4 Identify shelters in anticipation of evacuations

4 Scope of Work

The selected consultant will coordinate planning efforts for an Emergency Operation Center (EOC) Operations Based Exercise. It will include convening the various planning conferences, identifying subject matter experts to assist in creating the scenario, and conducting the exercise on November 7, 2018.

Task 1: Planning Team and Initial Planning Conference

The consultant shall work with Yuba OES to identify potential Exercise planning team members and officially stand up the planning team. The planning meetings shall take place in-person at Yuba County OES facilities. This is expected as a professionally facilitated meeting led by the consultant who shall engage all team members within the meeting, ensuring that all have an opportunity to provide feedback. All planning and exercise conduct shall follow established HSEEP guidance and core capability criteria.

Deliverables for Task 1:

- 4.1.1 Develop draft exercise scope, objectives and aligned core capabilities;
- 4.1.2 Identify exercise design and development elements and begin development of exercise documentation;
- 4.1.3 Develop and distribute meeting minutes; and
- 4.1.4 Provide an analysis of research that may be used in developing a realistic/plausible scenario

4.2 Task 2: Midterm Planning Meeting

The consultant shall review and refine all exercise materials, documents and tasks

Deliverables for Task 2:

- 4.2.1 Provide a draft of the refined exercise materials;
- 4.2.2 Develop and distribute meeting minutes; and
- 4.2.3 Invite the perspective of Subject Matter Experts (SME) to provide information on the exercise scenario.

4.3 Task 3: Master Scenario Events List (MSEL) Meeting

The consultant shall coordinate meeting logistics, prepare and send invitations and read-ahead packets.

Deliverables for Task 3:

- 4.3.1 Review and develop MSEL injects;
- 4.3.2 Review and develop MSEL injects and scheduling within CalEOC;
- 4.3.3 Develop and distribute meeting minutes; and
- 4.3.4 Develop social media, video and audio injects inclusive of scripts, produced media and social media messaging in coordination with Yuba County PIO.

4.4 Task 4: Final Planning Conference (FPC)

The consultant shall work with Yuba County OES to identify final gaps in the exercise design, and work to review and approve all exercise documents, finalize exercise staffing and establish simulator and evaluator training schedules. Elements of a quality design will include realistic, scripted audio and visual components to engage players, including those within the Joint Information Center (JIC).

These elements should be developed with the idea of remaining evergreen for the next few years so they may be re-used in regional exercises or training. The final planning meeting shall take place in-person at Yuba County facilities. This is expected as a professionally facilitated meeting led by the consultant who shall engage all team members within the meeting, ensuring that all have an opportunity to provide feedback.

Deliverables for Task 4:

- 4.4.1 Facilitate the meeting and finalize exercise design documents;
- 4.4.2 Finalize exercise staffing including training schedule and content for exercise simulators and evaluators;
- 4.4.3 Provide final copy of any media injects;
 - A minimum of four (4) simulated video news broadcasts used as exercise injects and MSEL elements;
 - A minimum of two (2) simulated audio news broadcasts used as exercise injects and MSEL elements;
 - Creation of a simulated social media environment/ecosystem to include: Website/Blog, Facebook, Twitter, and Instagram, maintaining best practices of exercising and safe play in a social media environment;
- 4.4.4 Identify and coordinate inject opportunities from local simulation tools for plume modeling based on SME input;
- 4.4.5 Develop and distribute meeting minutes; and
- 4.4.6 Develop exercise documents to include: situation Manual (SitMan), Exercise Plan (ExPlan), Controller/Evaluator Handbook, Exercise Evaluation Guides (EEGs), final MSEL and Participant Feedback Tools.

4.5 Task 5: Media and Public Information

The consultant shall work with Yuba County OES to ensure safe exercise play on the open internet. An expected component of the exercise involves use of social media and simulated news broadcasts. Policies as well as exercise rules for engaging these tools will be identified in a media policy and plan of action should information be accidentally released real-world.

Deliverables for Task 5:

- 4.5.1 Develop an exercise media policy;
- 4.5.2 Develop a press release and/or public announcements as needed; and
- 4.5.3 Develop a plan of action regarding an accidental release of exercise play information to the world wide web through social media or other means in coordination with the Yuba County PIO.

4.6 Task 6: Exercise Logistics

The consultant shall facilitate a one-day delivery of an exercise – EOC based exercise involving EOC personnel and invited guests of approximately 60 players. Support the exercise with various logistical resources.

Deliverables for Task 6:

- 4.6.1 Facilitate a one-day, minimum six (6) hour, exercise to be conducted on November 7, 2018 involving approximately 60 players. There will be an (A) Team from 9:00 am to 12:00 pm (PDT) and a (B) Team from 12:30 pm to 3:30 pm to simulate a shift change.
- 4.6.2 Provide sufficient quantities of player, evaluator and simulator materials and handouts;
- 4.6.3 Develop ID badges and/or vest inserts customized for participants including, visitors or media as necessary;
- 4.6.4 Provide or support communication tools for the simulation and control cells as needed;
- 4.6.5 Conduct pre-exercise briefings;
 - Controller/Evaluator briefings and training
 - Actor briefing (as needed)
 - Player briefing
 - Observer briefing (as needed)
- 4.6.6 Capture high-quality photos, video and other data during the Drill delivery

4.7 Task 7: Exercise Evaluation

The consultant shall prepare an After Action Report and Improvement Plan (AAR/IP) at the conclusion of exercise play. Additionally, the consultant shall create a best practices summary and lessons learned summary suitable for distribution to DHS Lessons Learned Information Sharing (LLIS).

Deliverables for Task 7:

- 4.7.1 After Action Report (AAR/IP);
 - Conduct an after-action meeting with key players to document lessons learned;
 - Develop and provide an After Action Report (AAR) and Improvement Plan (IP), provide one (1) draft and one (1) final document. Deliver six (6) final printed and bound copies of the AAR/IP and one (1) electronic copy in an editable format;
 - Conduct an AAR Conference;
 - Ensure the capture of JIC messaging developed during the exercise including: press releases, blog posts, social media posts, video and audio recordings;
 - Develop a best practice summary, and lessons learned summary for archiving with Lessons Learned Information Sharing (LLIS);
 - Include an analysis of WebEOC data and provide recommendations for improvement to boards and data capture;
- 4.7.2 Derailment Annex Recommendations
The consultant should assist in the development of an outline and draft of a Train Derailment Annex to the Emergency Operations Plan inclusive of results and lessons learned from the exercise.
 - Provide an outline for a train derailment annex
 - Provide a draft train derailment annex document

5 Qualifications

The County of Yuba, Office of Emergency Services will provide all facilities, meeting locations, planning team personnel and equipment used by exercise participants.

Proposer Qualifications:

The Yuba County, Office of Emergency Services is seeking a consulting firm to assist with the design, planning, facilitation, implementation and evaluation of a drill-exercise within Yuba County. The following is a list of required qualifications:

5.1 Mandatory

- 5.1.1 Must possess a minimum of three (3) years of experience in conducting operations based exercises inclusive of design, planning, facilitation, implementation and evaluation. Familiarity with train derailment exercises or large-scale hazardous material spill exercises is highly desirable.
- 5.1.2 Provide or sub-contract with a team member who has the capability of creating customized, simulated video and audio news injects is required. A DVD sample or web-link to previous video and/or audio work should be submitted along with the proposal.
- 5.1.3 Must have three (3) project references where similar services exercising derailments, spills, other environmental catastrophes or comparable large-scale emergency operation center exercises have been provided.

5.2 Highly Desirable

- 5.2.1 Provide or sub-contract with a team member who has a Master Exercise Practitioner (MEP) and/or Homeland Security Exercise and Evaluation Program (HSEEP) credentials is highly desirable.

5.3 An Enhancement, but not required

- 5.3.1 Provide or sub-contract with a team member qualified to address concerns from People with Disabilities or those with Access and Functional Needs is desirable enhancement, but not required.
- 5.3.2 Provide or sub-contract with a team member who holds an IAF Certified Professional Facilitator (CPF) certification or equivalent experience is a desirable enhancement, but not required.

- 5.4 **SUBCONTRACTORS** Consultant may use Subcontractors to perform specific portions of the work. Consultant shall indicate in the proposal what portion of the work is to be performed by Subcontractors, shall supervise all Subcontractors and shall assume full responsibility for their work.

6 Timeline

Activity	Date
RFP Released	May 14, 2018
Webinar – Pre-Proposal Conference meeting RSVP requested by May 29, 2018 by 12:00 PM PDT	May 31, 2018 at 9:00 am. (PDT)
Proposals received at Admin Services 915 8th St #119 Marysville, CA 95901 Attn: Timothy J. McCoy	June 14, 2018 by 1:00 hrs. pm. (PDT)
Finalist Notifications	June 21, 2018, 10:00 am. via email
Webinar Finalists Interviews (30 min. each)	June 25, 2018
Selection Date	June 28, 2018

6.1 RFP Clarification:

Questions regarding this RFP shall be directed via email in writing only. Questions may be submitted prior to the Pre-Proposal Conference Call or by the **DEADLINE of Tuesday, May 25, 2018 at 5:00 pm (PDT)**. to:

Timothy J. McCoy
Purchasing and Contracts
County of Yuba
Office of Emergency Services
915 8th St # 119
Marysville, CA 95901
tmccoy@co.yuba.ca.us
(530) 749-7880 office

Questions should include the individual's name, address and must reference this RFP.

Questions via phone will not receive a response.

All questions received and the responses will be distributed to all known prospective Proposers in the form of an addendum. The RFP and all addendums will also be posted to the County's website (under the "Current Bids" link at.

<http://www.co.yuba.ca.us/Departments/Admin%20Services/purchasing%20solicitations.aspx>)

It is the Proposer's responsibility to monitor the website for answers to written questions and/or addendums to the original RFP.

Pre-Proposal Conference Call Meeting

A Pre-Proposal Meeting will be held via webinar on **May 31, 2018 at 9:00 am. (PDT)**

Dial-in information: Proposers are required to **contact Luis Sandoval via Email no later than 12:00PM (PDT) on May 25, 2018** to confirm attendance to the Pre-Proposal Conference Call Meeting. Instructions to connect to the Pre-Proposal Meeting webinar will be made available to all confirmed proposers.

7 General Information

7.1 RFP Addendum

If it becomes necessary that this RFP shall be amended, we will issue formal written addenda to all known prospective bidders.

7.2 Contract Execution

This RFP and the bidder's Response will be made part of the resulting Contract and will be incorporated in the Contract as set forth.

Precedence – In the event of contradictions or conflicts between the provisions of the documents comprising the contract, they will be resolved by giving precedence in the following order:

- 1) The provisions of the contract (as it may be amended);
- 2) The provision of the Bidder's Response as it may be clarified);
- 3) The provisions of the RFP (as it may be supplemented).

7.3 Contract Period

The contract resulting from this RFP shall be for a period commencing with execution of the contract by Contract and Purchasing Services Division. Completion of the scope of services and billing shall be rendered no later than **January 7, 2019**.

7.4 Confidentiality and Security

CONTRACTORS engaging in support services for the COUNTY may encounter confidential COUNTY information, and will be required to hold confidential such confidential data made available to them.

CONTRACTOR personnel may be required to pass security/background and/or medical/drug examinations prior to performing any services detailed in this RFP. In such cases, the results of personnel background checks will be furnished to COUNTY by CONTRACTOR prior to commencement of any authorized work under this RFP.

CONTRACTOR and its assigned personnel shall access or handle restricted or confidential data only as it is necessary in performance of CONTRACTOR's assigned duties. CONTRACTOR shall disseminate such data only to personnel specifically authorized in writing by Yuba County, and in no event shall CONTRACTOR discuss or disseminate any data or information whatsoever, which relates to data accessed or handled as a result of this Agreement, to any unauthorized person. Nor shall such data or information be used for any purpose except that purpose for which it was intended, as authorized or directed by COUNTY.

CONTRACTOR shall be responsible for safeguarding any and all COUNTY property.

CONTRACTOR shall develop security and control procedures and shall identify methods used to ensure that COUNTY property is safeguarded at all times when in Contractor's possession. CONTRACTOR shall notify the Project Manager within five business days of making changes.

CONTRACTOR shall provide the Project Manager with a list identifying the content of microfilm(s) if lost, stolen, or damaged while being transported by Contractor and in Contractor's or assignee's possession.

CONTRACTOR'S employees or its agents are prohibited from copying, creating, or duplicating any part of county records in their possession without written authorization from the County. Notwithstanding the above, Contractor shall not provide third parties with any information unless authorized in writing by the County.

Violations by the CONTRACTOR'S personnel may be prosecuted to the full extent allowed by law and the contract may be terminated.

Prior to award of the contract, all SOQs will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of all SOQs, all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the SOQ confidential will be regarded as non-effective and will be disregarded.

7.5 Incurred Costs

Any/all bidders responding to this RFP do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting responses, for providing additional information when requested by the County for participating in any selection demonstrations or interviews, including pre-contract negotiations and contract negotiations.

7.6 Non-Commitment of County

This RFP does not commit the County to award a contract or to procure or contract for services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the County to do so.

7.7 Coordination

Coordination of consultant and County activities will be accomplished through a Project Manager designated by the consultant and the County's Project Manager. The consultant Project Manager shall not be removed from the project or replaced during the course of the county/consultant agreement without County approval.

Consultant shall carry out instructions as received from the County's Project Manager and shall cooperate with the County and any other contractors working on the project.

It is not the intent of the foregoing paragraph to relieve the firm of its professional responsibility during the performance of this contract. In those instances where the firm believes a better plan, methodology or solution to the problem is possible, it shall promptly notify the County's Project Manager of these concerns, together with the reasons therefore.

8 Proposal Structure & Content Instructions

Proposers are advised that any information submitted as part of this RFP becomes public information and may be released without further notification. Any information that the proposer considers confidential should not be submitted with the proposal.

In response to this request, interested firms shall prepare and submit proposals as follows:

- A. Submit six (6) original documents. Optional: one (1) electronic set for file retention
- B. Provide a letter of transmittal on company letterhead
- C. Proposal limited to 25 double-sided pages (note: all proposals should be printed on double-sided paper).
- D. Signature of person authorized to bind the offering organization to the terms of the proposal

General Format: respond to all requests for information and completion of forms contained in this document. You may use additional sheets as necessary. A qualifying response must address all items. Brochures and advertisements will not be considered a complete reply to requests for information and will not be accepted as such. Proposer is solely responsible for accuracy and completeness of proposal response. Responses considered incomplete may be rejected.

Alteration of Proposal Text: The original text of this proposal document, as well as any attachments, amendments or other official correspondence related to this proposal document, may not be manually, electronically or otherwise altered by proposer or proposer's agent(s). Any response containing altered, deleted, additional or otherwise non-original text will be disqualified.

8.1 Submittal

Proposal must include the following as part of its submission

- A. SECTION ONE: Qualifications and Experience
 - a. Qualifications as referenced in part 6A-D, page 9
 - b. A brief history of the company, including services, customer support and a statement of its financial condition.
 - c. Identify the key personnel proposed to perform the work on the project, and indicate major areas of subcontracted work, if any. Staff biographies and applicable background information.
 - d. Provide a project organization chart which depicts the organization of the project team, including reporting relationships.
 - e. Points of contact:
 - i. Proposal shall state the location (city, state/province, country) of the office which will manage the project.
 - ii. Proposal shall state the location (city, state/province) of the office that will administer the contract, insurance and bonds.
 - f. A list of companies that the Proposer currently contracts with at the time of the proposal.
- B. SECTION TWO: Proposed Plan Information
 - a. Project Approach and Work Plan – Provide a narrative which documents the proposed approach to the project scope of work.
 - i. Using the scope of work presented in this RFP, propose a work plan detailing major tasks and subtasks and the work to be conducted in each.

- ii. If specific project team members are critical to specific tasks, identify where they will be utilized and/or committed.
 - iii. Include the results and deliverables expected from each major task.
 - iv. Identify appropriate assumptions and considerations that could impact the scope and timeline for completing each task.
 - b. Timeline – Based upon the proposed project approach and work plan, provide a detailed project schedule that illustrates the duration of each task and identifies results and deliverable milestones.
- C. SECTION THREE: Cost Proposal
 - a. The County estimates the cost of this exercise to be \$30,000.00.
 - b. Identification of all anticipated cost and time needed to update and complete the exercise, delivery and final after action reports.
 - c. Cost – Provide cost information for the Prime Consultant and all Sub-consultants
 - i. Include hourly rates for all proposed team members.
 - ii. Provide a detailed list of estimated expenses by category. Identify related considerations and assumptions for these expenses.
 - iii. Discuss any budget control measures of your firm and proposed subcontractors.
 - iv. Provide a cost estimate for the delivery of the drill.
- D. SECTION FOUR: Mandatory Attachments
 - a. Samples of work – include a DVD or URL link to view previously produced videos used as exercise injects.
 - b. A list of three (3) references where Consultant’s services have been utilized within a similar scope. References must include business name, contact name, address and telephone number.
 - c.

8.2 Preparation of Response

- A. All Information requested of the proposer must be entered in the appropriate spaces on the form. Failure to do so may disqualify your offer.
- B. If proposer is completing documents electronically, all inserted responses must be emphasized in alternate font size, color, emphasis or other method, so that evaluator may immediately distinguish such inserted responses.
- C. All county procurement documents are manually scanned and stored electronically in an internal database. Therefore please do NOT submit proposals that are permanently bound. It is preferred that one electronic copy be attached with your submission for the purposes of electronic storage.
- D. All responses must be signed by an authorized officer or employee of the responder.
- E. Responses must be submitted prior to the specified date and time. Late responses, telegraphic, fax, or other telephone responses will not be accepted.
- F. Submit responses in a sealed envelope with the RFP number, closing date, and time shown.
- G. All information must be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your response. Corrections must be initiated in ink by the person signing the response.
- H. Corrections and/or modifications received after the specified closing time will not be accepted.
- I. Time of delivery must be stated as the number of calendar days following receipt of the order by the proposer to receipt of the goods or services by the County.
- J. Time of delivery may be a consideration in the award.

- K. Prices will be considered as net if no cash discount is shown.
- L. If any information contained in the response is considered confidential or proprietary by proposer, it must be clearly labeled as such and presented in a sealed envelope within the proposer’s response package.
- M. Required submittals: At a minimum, proposer’s response must include all of the mandatory items listed below. Failure to include mandatory items and required information will result in proposer’s response being deemed non-responsive.
 - a. Order of submittals: In order to facilitate the comparison of proposals, your response to this request must be organized and submitted in the order presented in this request.
 - b. Mandatory Items:
 - i. Cover sheet (page 1) must be completed with original ink signature, and returned as part of the proposal response. All sections of this request must be returned as part of the proposal response.
 - ii. Contractor Certification of Compliance Form (Appendix C) must be completed, signed and submitted as part of the proposal response.
 - iii. Proof of certification as a State-certified micro-business enterprise or local vendor, if proposer is requesting an economic price preference under the Procurement Opportunities Program.
 - iv. All additional information required by the issuance of subsequent addenda.
 - v. Proposal Submittal as described on pages (10-14)
 - vi. Sample Certificate of Insurance (Appendix D)
 - vii. Affidavits of Non-collusion (a & b) (Appendix E)
 - viii. Exceptions to RFP (Appendix G)
 - ix. References (Appendix H) – 3 Minimum

8.3 Finalists Interview

If selected as a finalist, webinar interviews will be scheduled for a maximum time of 30 minutes on June 25, 2018. Finalists will be given an opportunity to select from available times. Finalists should expect the following opportunities for presentation during that timeframe:

- | | |
|--|--------|
| 1. Overview of the project proposal | 10 min |
| 2. Introduction of critical team members and roles | 8 min |
| 3. Questions/clarifications from selection team | 8 min |
| 4. Closing | 4 min |

9 Basis of Award

This proposal award will be determined by factors other than price alone. The county’s sole purpose in the evaluation process is to determine from among the responses received, which one is best suited to meet the County’s needs. Any final analysis or weighted point score does not imply that one proposal is superior to another, but simply that in our judgement the proposal(s) we select offer(s) the best overall solution for our current and anticipated needs. The county reserves the right to make modifications to any scoring and/or weight structure prior to the evaluation of responses.

9.1 Proposal Responsiveness

Responses will be reviewed to determine if all required documentation was included with your submittal as described in Proposer's Instructions, Section 9, page 15.

Responses will be reviewed to determine if it met the required components for submission as described in the qualifications section, 6.A page 9.

Responses that fail to submit the required documents with their proposal will be disqualified from further consideration.

9.1.1 Proposal Review and Evaluation

Successful responses will be reviewed against the general criteria and weights described in Proposal Evaluation and Weighting Criteria listed below.

The county may seek written clarification from any or all proposers in order to better understand and evaluate the proposal and/or request copies of similar/like work product.

9.1.2 Proposal Evaluation and Weighting Criteria

Item	Weight
Section One: Qualifications Experience	
6.1.1 Experience	30%
6.1.2 Audio and video	15%
6.1.3 References	5%
6.2.1 MEP or HSEEP	7%
6.3.1 DAFN experience	3%
6.3.2 Professional facilitator	2%
9.1.A.a -f Company history	8%
Section Two: Proposed plan information	
9.1.B.a Narrative and approach	10%
9.1.B.b Timeline	5%
Section Three: Cost proposal	
9.1.C.a - b.iv Anticipated costs and control measures	15%

FINAL ACCEPTANCE

Equipment/Supplies/Services

The County of Yuba will agree to final acceptance only after the supplied equipment, product or service is tested and is found to perform within acceptable standards of operation, is in compliance with all published and implied performance standards, and is considered by the County to be ready for practical application.

COUNTY OF YUBA

GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Yuba County sales and use tax.
3. **CASH DISCOUNTS:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the County Auditor's Office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
4. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from the County of Yuba, the vendor certifies that their business entity is in compliance with the Americans With Disabilities Act of 1990, as amended. Failure to certify shall prohibit the award of a purchase order to the vendor.
5. **HOLD HARMLESS:** The vendor shall hold the County of Yuba, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the County of Yuba or himself because of the unauthorized use of such articles.
6. **DEFAULT BY VENDOR:** In case of default by vendor, the County of Yuba may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Yuba. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
7. **RIGHT TO AUDIT:** The County of Yuba reserves the right to verify, by examination of vendor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
8. **ASSIGNMENT:** (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of the Purchasing Agent of the County of Yuba. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the quoter.
9. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement, and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
10. **F.E.T. EXEMPTION:** Yuba County is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
11. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
12. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
13. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the County of Yuba without written notice of acceptance thereof prior to shipment.
14. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
15. **FORCE MAJEURE:** The vendor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.
16. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the Purchasing Agent.
17. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.
18. **INFORMATION TECHNOLOGY ASSURANCES:** Contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by contractor in the performance of services under this agreement, other than those owned or provided by County, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to County under this agreement.
19. **CHILD, FAMILY, AND SPOUSAL SUPPORT:** Contractor hereby certifies that either: (a) The Contractor is a government or non-profit entity; or (b) the Contractor has no Principal Owners (25% or more); or (c) each Principal Owner (25% or more) does not have any existing child support orders; or (d) Contractor's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.
New Contractor shall certify that each of the following statements is true:

(a) Contractor has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
(b) Contractor has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.
NOTE: Failure to comply with state and federal reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with the County. Failure to cure such default within 90 days of notice by the County shall be grounds for termination of contract.

APPENDIX A -- ADDITIONAL TERMS AND CONDITIONS

Proposer Responsibility: You are expected to be thoroughly familiar with all specifications and requirements of this proposal. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this proposal. By submitting a response, you are presumed to concur with all terms, conditions and specifications of this proposal unless you have specifically, by Section number, raised objection.

Response Clarification: The County reserves the right to request additional written and/or oral information from responders at any time before contract award, in order to obtain clarification of their responses.

Awards:

- A. The County of Yuba reserves the right to:
1. award responses received on the basis of individual items, or groups of items, or on the entire list of items;
 2. reject any or all responses, or any part thereof;
 3. waive any minor irregularities or informalities in any response, which are immaterial or inconsequential in nature, and are neither affected by law nor a substantial variance with RFP conditions; and
 4. accept the response that is in the best interest of the County. The Purchasing Agent's decision shall be final.
- B. Preference for California-made materials. Pursuant to Sections 4330-4333 of the Government Code, the County, in awarding the purchase, must prefer supplies partially manufactured, grown or processed in California, price, fitness and quality being equal. In order to receive preference, responses must clearly specify the item(s) for which preference is claimed and the preference applicable.

Taxes:

- A. Include any sales, use, or federal excise taxes in your response.
- B. If your company is outside California and collects sales tax, please state the amount as a separate item if the County is to remit the tax.
- C. Items purchased for resale will show the County's resale permit number on the purchase order.
- D. Exemption certificates will be furnished when federal excise tax is exempted.

Brand Names: Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items must state the brand and number, or level of quality. The determination of the Purchasing Agent as to what items are equal is final and conclusive. When brand, number, or level of quality is not stated by proposer, the offer will be considered exactly as specified.

Samples: Samples of articles, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

Termination:

- A. County may terminate any resulting agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

- B. County may terminate any resulting agreement for cause immediately upon giving written notice to contractor, should contractor materially fail to perform any of the covenants contained in this agreement in the time and/or manner specified. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (a) above.
- C. County may terminate or amend any resulting agreement immediately upon giving written notice to contractor, 1) if advised that funds are not available from external sources for this agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in County's yearly proposed and/or final budget are not appropriated by County for this agreement or any portion thereof; or 4) if funds that were previously appropriated for this agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.
- D. If any resulting agreement is terminated under paragraph A or C above, contractor shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph a or c above, contractor shall be paid an amount which bears the same ratio to the total compensation authorized by the agreement as the services actually performed bear to the total services of contractor covered by this agreement, less payments of compensation previously made. In no event, however, shall County pay contractor an amount which exceeds a pro rata portion of the agreement total based on the portion of the agreement term that has elapsed on the effective date of the termination.
- E. Contractor shall not incur any expenses under any resulting agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that contractor can legally cancel.

Public Agency Participation: It is intended that any other public agency including those identified in the solicitation (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in California shall have the option to participate in any award made as a result of this solicitation. The County of Yuba shall incur no financial responsibility in connection with orders issued or delivered by another public agency. Each public agency using this contract shall accept sole and full responsibility for placing of orders and making payments to the contractor. In addition to the above, the contractor shall provide the same level of indemnification and insurance protection to each of the participating agencies ordering products and/or services under any award made as a result of this solicitation.

APPENDIX B – YUBA COUNTY MINIMUM INSURANCE REQUIREMENTS

Introduction

Without limiting Contractor's indemnification, Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, his agents, representatives or employees. County shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County's Risk Management Office the insurance provisions in these requirements do not provide adequate protection for County and for members of the public, County may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. County's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

Contractor shall furnish the County with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected. All certificates or evidences of self-insurance are to be received and approved by the County before performance commences. The County reserves the right to require that Contractor provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, the Contractor's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by County Risk Management Office.
- **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal automobile insurance shall apply if vehicles are privately owned.
- **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.
- **PROFESSIONAL LIABILITY** or Errors and Omissions Liability insurance appropriate to the Contractor's profession.
- **UMBRELLA** or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers' Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

2. Automobile Liability: Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit. Privately owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability or Errors and Omissions Liability: \$1,000,000.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by COUNTY. At the option of COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the COUNTY, its officers, officials, employees and volunteers; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by Contractor.
2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

APPENDIX C
AFFIDAVIT OF NON COLLUSION

STATE OF CALIFORNIA, COUNTY OF YUBA

I state that I am _____ of _____ and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal/bid.

I state that:

1. The price(s) and amount of this proposal/bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, except as disclosed on the attached appendix.
2. That neither the price(s) nor the amount of this proposal/bid, and neither the approximate price(s) nor approximate amount of this proposal/bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and that they will not be disclosed before proposal/bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal/bid on this contract, or to submit a proposal/bid higher than this proposal/bid, or to submit any intentionally high or noncompetitive proposal/bid or other form of complementary proposal/bid.
4. The proposal/bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal/bid.
5. _____ its affiliates, subsidiaries, officer, directors and employees are not currently under investigation by any governmental agency and have not in the last five years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

I state that _____ understand and acknowledges that the above representations are material and important, and will be relied upon by the County of Yuba in awarding the contract(s) for which this proposal/bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Yuba of the true facts relating to the submission of proposals/bids for this contract.

Name and Company/Position Date

APPENDIX C
AFFIDAVIT OF NON COLLUSION WITH
CURRENT/FORMER COUNTY EMPLOYEES (b)

The proposer certifies that no current or previous employee of the County of Yuba (employed by County of Yuba within the last year) has been involved or is currently involved in any manner, directly or indirectly, with proposer's response or considerations in responding to this request. Proposer's signature on this document certifies that the above statement is known to be true, and violation of this certification shall render proposer's response invalid. In such a case, proposer's response will be immediately disqualified.

Name and Company/Position

Date

APPENDIX D – EXCEPTION TO RFP

Use this section to list any exceptions to the RFP. Identify by Section Number that part of the RFP to which you are requesting an exception.

#	Page #	Section	List explanation of your exception

APPENDIX E - CLIENT REFERENCES
(MINIMUM OF THREE REFERENCES REQUIRED)

Reference 1					
Client Agency					
Key Contact					
Phone		Email			
Address		City		State	
Name of EOC Exercise			Exercise Dates		
Key Services Rendered					
Total Budget			Length of Project (Months)		
Reference 2					
Client Agency					
Key Contact					
Phone		Email			
Address		City		State	
Name of EOC Exercise			Exercise Dates		
Key Services Rendered					
Total Budget			Length of Project (Months)		
Reference 3					
Client Agency					
Key Contact					
Phone		Email			
Address		City		State	
Name of EOC Exercise			Exercise Dates		
Key Services Rendered					
Total Budget			Length of Project (Months)		