

**A  
REQUEST FOR PROPOSAL**

**Notice to Prospective Proposers**

August 11, 2026

You are invited to review and respond to this Request for Proposal, entitled

**Ventura County Owner-Occupied Mitigation  
Request for Proposal**

In submitting your Proposal, you must comply with instructions contained in this Ventura County Owner-Occupied Mitigation RFP (hereinafter "RFP").

If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the County of Ventura, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Jennifer Butler, Management Analyst

E-Mail: [Jennifer.Butler@venturacounty.gov](mailto:Jennifer.Butler@venturacounty.gov)

Please note that no verbal information given will be binding upon the County of Ventura unless such information is issued in writing as an official addendum.

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## **1. ADMINISTRATIVE INFORMATION**

### **A. Background (\*Capitalized terms are defined in Section 1.E. Definitions)**

In response to the severe winter storms, flooding, landslides, and mudslides that occurred in California between December 2022 and April 2023, a presidential major disaster declaration was issued (“DR-4683”), and the U.S. Department of Housing and Urban Development (“HUD”) allocated a combined total of \$200,371,000 to the State of California (“State”) in response to DR-4683. To address mitigation needs, the California Department of Housing and Community Development (“HCD”) developed the ReCoverCA Owner-Occupied Mitigation Program. Under HCD’s ReCoverCA umbrella, Owner-Occupied Mitigation (“OOM”) is designed for households with income less than 120 percent of Area Median Income (“AMI”) and focuses on assisting in the application of wildfire and/or flood mitigation measures to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.

HCD has allocated grant funds to the County of Ventura (hereinafter “County”) and the County is providing the OOM management activities on behalf of HCD to assist program participants by

providing funding assistance as defined in the OOM program policies and procedures (“PnPs”) and Subrecipient Implementation Guide to mitigate against future fire and flood disasters in the County.

County requires that all staff, Contractor(s), proposed general contractors, subcontractors, and vendors participating in the OOM program (“Participating Vendors”), follow all HUD regulations, best practices, and applicable Federal Register Notices governing the OOM program, California CDBG-DR Action Plans, HCD policies, including Management Memos, HCD-approved OOM PnPs and most recently published County Implementation Guide.

This RFP seeks submissions from Proposers to provide comprehensive management services and to perform, or cause to be performed, mitigation services in accordance with the Level of Importance list, as defined in Section 1(E) of this RFP.

#### **B. Condition of Award**

The Proposer shall not be authorized to commence performance of services described in a Contract prior to the Effective Date. Any delivery of goods or performance of services by the Proposer that is commenced prior to the Effective Date shall be considered gratuitous on the part of the Proposer with no cost to County or the State.

#### **C. Pre-Proposal Conference**

A pre-proposal conference will be held as needed, at the discretion of the County.

#### **D. No Guarantee of Quantities**

The scope and quantities referenced in the RFP are estimated to be the amount needed. Neither HCD nor the County is obligated to contract for or to accept more than the actual requirements during the period of a Contract, as determined by actual needs and availability of appropriated funds. HCD and the County reserve the right to increase or decrease quantities, as appropriate, at the unit price stated in the Contract(s) resulting from this RFP.

#### **E. Definitions**

**Action Plan** – Proposed activities approved by the Dept. of Housing and Urban Development (HUD) to guide recovery from a disaster. See: [2023 Action Plan and Amendments](#)

**Agreement** – A negotiated and legally binding agreement between the County and a Contractor awarded services under one or more categories of the Owner-Occupied Mitigation Program RFP. For the purpose of this RFP, when capitalized, ‘Agreement’ and ‘Contract’ shall have this same meaning. All other uses of the word agreement or contract shall be in the context in which they are used.

**Applicant** - An owner-occupant(s) of a property damaged in the disaster covered by FEMA DR-4683 and who has applied for Program assistance.

**Case Manager** – Assists with or leads day-to-day program management activities, which may include processing, monitoring, tracking, and reporting Program applications. Case Managers may be provided by the County, Contractor, or other County-authorized service provider responsible for Applicant assistance and program

administration activities.

**Community Development Block Grant - Disaster Recovery (CDBG-DR)** – federal funding allocated by Congress through the U.S. Department of Housing and Urban Development (HUD) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), which provides communities with resources to address a wide range of disaster needs.

**Construction Activities** – Completing initial home inspection, environmental Tier II reviews under the National Environmental Policy Act (NEPA), determining the estimated cost to repair (ECR), developing the scope of work for all approved projects, developing plans, obtaining any required permits, and performing mitigation work directly (if licensed) or through a general contractor, in accordance with the Levels of Importance list.

**Construction Scope of Work (SOW)** – Denotes the allowable materials and labor identified in HUD-approved construction project analysis and cost estimating tool, such as Xactimate, for the construction activities related to the mitigation measures of the Levels of Importance list and conducted under the Policies and Procedures of the OOM Program.

**Construction Warranty** – Consistent with the standards and timeframes outlined in California Civil Code Sections 900 and 896-945.5, the following warranties shall apply to the site-built work: Contractor warrants that the work shall be free from defects in materials and workmanship for a period of one year following completion, and Contractor must provide a four year warranty to cover any patent defects, which are apparent flaws in the construction and a ten year warranty to cover any latent defects, such as structural deficiencies that could compromise the building's integrity or safety.

**Contract** – A negotiated and legally binding agreement between the County and one or more Contractors. Contractor awarded services under one or more categories of the Owner-Occupied Mitigation RFP. For the purpose of this RFP, when capitalized, 'Contract' and "Agreement' shall have this same meaning. All other uses of the word agreement or contract shall be in the context in which they are used.

**Contractor** - An entity awarded a contract under one or more categories of this Request for Proposal (RFP). Contractors shall be responsible only for the services assigned under the category or categories awarded by the County.

**Category 1 Contractor** – The Contractor awarded Program Administration Services, including application intake, application processing, eligibility determination, duplication of benefits review, award determination, quality assurance/quality control, reporting, and compliance activities.

**Category 2 Contractor** – The Contractor awarded Environmental, Design, Construction Management and Mitigation Services, including inspections, environmental review, public outreach, application intake, estimated cost of repair preparation, scope

development, permitting, construction management, mitigation implementation, and project closeout activities.

**Category 3 Contractor** – The Contractor awarded Hazardous Materials Remediation, including asbestos abatement, lead-based paint remediation, and related compliance activities authorized by the County.

**Category 4 Contractor** – The Contractor awarded to undertake Relocation Services in compliance with the Uniform Relocation Assistance and Property Acquisition Act of 1970, as amended, and HCD's Residential Anti-Displacement and Relocation Assistance Plan.

**Contractor Project Manager** – Primary point of contact designated by a Contractor for coordination with the County.

**Data Sharing Agreement** - A written agreement governing the access, collection, use, storage, transmission, disclosure, protection, retention, and destruction of OOM Program data, including Personally Identifiable Information. The agreement shall incorporate, or be consistent with, the requirements of Exhibit G, Data Sharing and Usage Protocols, of the Standard Agreement between HCD and the County and must be executed by a Contractor, subcontractor, vendor, or other authorized third party before accessing or handling protected Program data.

**Department of General Services** – California's procurement authority.

**Effective Date** – The date the Contract is approved by the County.

**Estimated Cost of Repair (ECR)** – An initial line-item estimate of the materials and labor required to mitigate or, if necessary, repair an Applicant's property. The ECR is based on the Levels of Importance and prepared using HUD-approved construction project analysis and cost estimating tool, such as Xactimate.

**Federal Register** – United States federal government that issues proposed and final administrative regulations of federal agencies.

**General Contractor** – Denotes the licensed general contractor that will take on the full responsibility and liability for performing construction work directly or by engaging local subcontractors through pre-qualification, bidding, and assignment. The general contractor must meet or exceed HUD and State building codes and energy efficiency standards during all construction activities. Additionally, the general contractor is responsible for meeting and reporting on WBE/MBE goals; providing and responding to all matters related to insurance, bonding, and warranties/guarantees; and providing all construction related needs and activities, including construction oversight, reporting, and management of the OOM program.

**HUD** – U.S. Department of Housing and Urban Development, the federal agency that administers CDBG funds.

**HCD** – Denotes the California Department of Housing and Community Development.

**HCD-DRS or the State** – Denotes the State of California by the Department of Housing and Community Development, Disaster Recovery Section (HCD-DRS).

**Homeowner Assistance Events (HAE)** – Events set up in the local jurisdictions to assist homeowners with their applications and questions.

**Initial Home Inspection** – A noninvasive, visual examination of the physical structure and systems of a home. Can be prepared by Category 2 Contractor.

**Lead-Based Paint** – Paint or other surface coatings that contain lead equal to or more than 1.0 milligrams per square centimeter or more than .05 percent by weight.

**Levels of Importance** – Prioritized ranking system used by the Program to determine the order in which mitigation measures are implemented until all eligible mitigation activities are addressed or the grant cap is reached, whichever occurs first.

**Mitigation** – the implementation of various measures designed to minimize the destructive effects a disaster has on property. Some measures are designed to modify the defensible area surrounding a home that puts the structure at risk from destruction by wildfire or flood.

**Manufactured Housing Unit (MHU)** – A structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or forty body feet or more in length, or, when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems. Recreational vehicles or other motorized vehicles are not included in this definition. For ease of reference in this RFP the defined term Manufactured Housing Unit (MHU) will include both pre-1976 mobile homes and MHUs.

**Mobile Home** – For the purpose of this RFP, mobile home and Manufactured Housing Unit (MHU) are used interchangeably. See definition for Manufactured Housing Unit (MHU).

**National Environmental Policy Act (NEPA)** – Establishes a broad national framework for protecting the environment. NEPA's basic policy is to assure that all branches of government consider the environment prior to undertaking any major federal action that could significantly affect the environment.

**Owner-Occupant** – A person meeting criteria of having an ownership interest in a property

while also occupying that same property as their primary residence.

**Owner-Occupied Mitigation Program (OOM or Program)** - The CDBG-DR-funded program administered by the California Department of Housing and Community Development and implemented locally by the County of Ventura to provide eligible Owner-Occupants with financial assistance and services for approved wildfire and flood mitigation measures that increase the resilience of their Primary Residences and reduce the risk of future loss of life, injury, property damage, and hardship.

**Other Direct Costs (ODC)** – costs that may include postage (includes US mail, FedEx, UPS, etc.), costs for copying, mailings, notifications, etc.; cost of outreach and other public events (i.e. facilities); notary service fees.

**Penalty Payment** – Can also be referred to as a “liquidated damages” clause in developer/construction contracts.

**Primary Residence** – The owner’s principal place of residence, not a secondary or vacation home.

**Proposal** – A response to a solicitation for Proposals.

**Proposer/Bidder** – Denotes any organization that submits a Proposal responding to this RFP prior to award.

**Program Management System** – The County’s Program Management System for the Program.

**Property Ownership** – Holding an instrument, including a deed, mortgage, or other agreement that has been recorded with the county, city, or appropriate local authority.

**QA/QC** – Quality assurance (QA) and quality control (QC) processes are the combination of quality assurance, the process or set of processes used to measure and ensure the quality of a service, and quality control, the process of ensuring services meet HCD-DRS Program expectations. Quality assurance is process oriented and focuses on defect prevention, while quality control is product oriented and focuses on defect identification.

**Request for Proposal (RFP)** – For the purpose of this RFP, shall refer to this Owner-Occupied Mitigation RFP. An open, fair and competitive solicitation issued by County for goods and services related to administration and implementation of the Program.

**Second Home** – A second home is defined as a home that is not the primary residence of the owner.

**Shall, Must, or Will** – Denotes mandatory language; a requirement that must be met without

alteration.

**Should, Can, or May** – Denotes desirable, non-mandatory language.

**Single-family detached structure or Single-family residence** – A one (1) unit single-family detached housing structure (stick-built, mobile home, or MHU) occupied by a household. The unit may not have any additional housing unit attached to it or share walls with any additional dwellings.

**Specialized Advisory Services** – Services provided by the Contractor that require specific industry knowledge, which may include, but is not limited to: construction, financial, and/or housing-related services.

**Standard Grade Building Materials** – Non-customized materials that meet building code requirements.

**State or HCD-DRS** – Denotes the State of California by the Department of Housing and Community Development, Disaster Recovery Section.

**Stick-built home** – A home that has been built on-site using traditional construction materials and methods.

**Subrecipient Implementation Guide (SIG)** – HCD's program specific guide that addresses policies and procedures specific to implementation of the Community Development Block Grant – Disaster Recovery (CDBG-DR) Owner-Occupied Mitigation Program (OOM or Program).

**System of Record** - The web-based, end-to-end, grant management system used by the Department and Subrecipients to manage all grants and awards, including applying for grants, requesting reimbursement of funds, reporting, tracking, and grant closeout.

**Subrecipient** – A non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal Program (see 2 CFR 200.93). For the OOM Program, the Subrecipient is the County of Ventura.

**Third Party Requests for Release of Information** – Requests from the public for information that Contractor holds.

**Tier I Environmental Review** – A broad evaluation encompassing geographical areas or neighborhoods often with similar environmental characteristics.

**Tier II Environmental Review** – An evaluation conducted of site-specific conditions to determine if the proposed construction action has a significant impact on the environment based on Review Topics from 24 C.F.R. part 58.

**Wildland-Urban Interface (WUI)** – California Building Code, Title 24, Chapter 7A  
- building alternatives to meet WUI requirements for ignition resistant construction.

## **2. PURPOSE AND DESCRIPTION OF SERVICES**

### **A. Purpose**

The County intends to award one or more contracts under this RFP. Proposers may submit a Proposal for one or more of the service categories identified below. Submission of a Proposal for all categories is allowed but not required.

County reserves the right to:

- Award one or more categories to a single Proposer;
- Award separate categories to different Proposers;
- Make multiple awards within a category if determined to be in the County 's best interest;
- Negotiate final scopes of work and contract amounts with the selected Proposer(s);
- Elect not to award one or more categories.

Proposers shall clearly identify in their Proposal the category or categories for which they are submitting their Proposal.

### **CATEGORY 1 – PROGRAM ADMINISTRATION SERVICES**

The Category 1 Contractor shall provide all services necessary to support administration of the Owner-Occupied Mitigation (OOM) Program, including but not limited to:

- Eligibility Determination
- Duplication of Benefits Review
- File QA/QC
- Reporting and Compliance
- Coordination with HCD
- Program Closeout Support

### **CATEGORY 2 – Environmental, Design, Construction Management and Mitigation Services**

The Category 2 Contractor shall provide all services necessary to support environmental review, pre-construction activities, construction management, and mitigation implementation, including but not limited to:

- Outreach and Marketing
- Application Intake and
- Application Processing
- Initial Home Inspections
- Damage Assessments
- Estimated Cost of Repair (ECR) Preparation
- Tier II Environmental Reviews
- Construction Scope of Work Development
- Plans, Specifications and Design Documents

- Permit Acquisition
- Contractor Procurement and Management
- Construction Management and Oversight
- Mitigation Construction Activities
- Final Inspections
- Warranty Administration
- Project Closeout Documentation

For Category 2 services, Proposers may utilize subcontractors, consultants, engineers, environmental specialists, and licensed contractors as part of a team approach. The Contractor shall remain fully responsible for all deliverables and contract requirements.

### **CATEGORY 3 – HAZARDOUS MATERIALS REMEDIATION SERVICES**

The Category 3 Contractor shall provide specialized remediation services when required by findings documented through the Category 2 Contractor's environmental review, inspection, design, permitting, or construction management activities. The County shall authorize Category 3 services only after a documented determination has been made by the Category 2 Contractor and approved by the County.

- Hazardous materials remediation, including but not limited to Lead Based Paint.

Category 3 services are expected to be utilized on an as-needed basis. The County does not guarantee any minimum quantity of work under Category 3 and reserves the right to authorize services only when hazardous materials remediation are determined to be necessary for a single family residence.

### **CATEGORY 4 – RELOCATION SERVICES**

The Category 4 Contractor shall provide specialized relocation services when required by findings documented through the Category 2 Contractor's environmental review, inspection, design, permitting, or construction management activities. The County shall authorize Category 4 services only after a documented determination has been made by the Category 2 Contractor and approved by the County.

- Temporary relocation services

Category 4 services are anticipated to be utilized on an as-needed basis. The County does not guarantee any minimum quantity of work under Category 4 and reserves the right to authorize services only when temporary relocation services are determined to be necessary for a single family residence due to the presence of hazardous materials and remediation needs.

### **Term of Contract**

The term of a Contract will span 34-months with optional extensions based on funding availability. The optional extensions can be approved at varying increments and at the same rates as submitted in response to this RFP.

The County may award contracts for one or more service categories identified in this RFP. Contract terms may vary by category and may be extended independently at the County's discretion. The awarded Contract(s) shall not be authorized to deliver goods or commence performance of services described in the RFP prior to the Effective Date, which shall be the date the Contract is approved by the County. Any delivery of goods or performance of services by the awarded Contractor(s) that commenced prior to the Effective Date shall be considered gratuitous on the part of the awarded Contractor(s) with no cost to the County or State of California.

## **B. Scope of Work**

This RFP is issued by the County for the purpose of soliciting Proposals from interested Contractors to conduct the scope of work for the following four categories.

### **Category 1 – Program Administration Services**

#### **1. Application Processing**

- a) Eligibility Review and Determination – Category 1 Contractor shall complete or cause to be completed eligibility reviews of each submitted application and eligibility determinations in accordance with the Subrecipient Implementation Guide ("SIG"), HCD-approved Policies and Procedures ("PnPs") and the HCD-approved Eligibility Standard Operating Procedures ("SOP"). Eligibility review shall be completed within thirty (30) business days from the receipt of a completed application.

Applicants determined ineligible for the OOM Program ("Program") based on Contractor's review must be notified both verbally and in writing within ten (10) business days of the determination. The notification must include the reasons for the ineligible determination and information about the appeal process. The SOPs must contain an HCD-approved appeals process.

- b) The Category 1 Contractor shall maintain all information and documentation used in completing eligibility reviews and reaching the eligibility determination in the System of Record, such that all documentation is available to HCD to review, monitor and audit both during the term of the Agreement as well as the applicable record retention period imposed on County. Any documentation or stored information containing Personally Identifiable Information ("PII") must be securely stored by the Contractor in accordance with Data Sharing Agreement in order to avoid any improper release of such information.
- c) Duplication of Benefits ("DOB") Review - In accordance with the Stafford Act, Disaster Recovery Reform Act of 2018 (PL 115 – 254, Division D) ("DRRA"), applicable Federal Register Notices (FRNs), the SIG and Program PnPs, and in accordance with the Program-approved DOB review SOP, the Contractor shall perform a DOB analysis for each eligible Applicant. DOB means evaluating all financial assistance from multiple sources received by an Applicant to ensure that the cumulative amount of assistance does not exceed the total need for the same recovery purpose as the CDBG-DR funds per Section 312 of the Stafford Act. At minimum, to complete this review the Contractor must evaluate and verify all benefits reported by the Applicant for accuracy, coordinate with third-party data sources to identify potential DOB that was not reported by the Applicant, evaluate, and verify any amounts reported by the Applicant that may be excluded from the DOB amount, and deduct

the final DOB amount from the Applicant's total award amount. DOB review must be completed within thirty (30) business days from eligibility determination.

- d) The Category 1 Contractor shall maintain all information and documentation used in completing DOB reviews in the System of Record such that all documentation is available to HCD to review, monitor, and audit both during the term of the Agreement as well as the applicable record retention period. Any documentation or stored information containing PII must be securely stored by Contractor in accordance with the Owner-Occupied Mitigation Program Policies and Procedures for the Protection of Personally Identifiable Information and Data Sharing Agreement in order to avoid an improper release of such information.

## **2. Award Determination, Initial QAQC Review and Conditional Award**

- a) Award Determination and Initial QAQC Review - Category 1 Contractor shall complete or cause to be completed, for each Applicant, a detailed calculation of the OOM Program conditional award per the most recently published OOM PnPs and in accordance with the Program-approved grant award calculation SOPs. Contractor shall perform a Quality Assurance/Quality Control ("QAQC") review prior to submitting to HCD for initial QAQC review. The Contractor shall maintain all information and documentation used in completing this process in the System of Record such that all documentation is available to HCD to review, monitor, and audit both during the term of this Agreement. Any documentation or stored information containing PII must be securely stored by the Contractor in accordance with the OOM Program Policies and Procedures for the Protection of PII and Data Sharing Agreement in order to avoid an improper release of such information.

The Contractor must submit completed files electronically to HCD in a secured method determined by HCD for initial QAQC review and approval within ten (10) business days of the Award determination prior to making each award.

- b) Award Acknowledgement Letters (Conditional Award) - Category 1 Contractor shall issue an Award Acknowledgement Letter to each eligible, approved Applicant that includes detailed guidance on Program requirements in the form provided by HCD within five (5) business days from HCD's initial QAQC approval. Any edits to the Letter template must be approved by HCD in writing prior to its use.

## **3. Final QAQC Review and Award Letter**

Category 1 Contractor shall issue a Final Award Letter to each eligible Applicant on a form provided by HCD within ten (10) business days following the completion of an approved construction scope of work, receipt of escrow funds and executed escrow agreement, signed construction contract, and final QAQC review and approval by HCD.

The Category 1 Contractor shall maintain all information and documentation used in completing this process in the System of Record such that all documentation is available to HCD to review, monitor, and audit both during the term of this. Any documentation or stored information containing PII must be securely stored by Contractor in accordance with the Owner-Occupied Mitigation Program Policies and Procedures for the Protection of Personally Identifiable Information and Data Sharing Agreement in order to avoid improper release of such information.

#### **4. Reporting**

Provide updates to the Subrecipient consisting of a one-page overview of the week's progress and create reports to track application reviews and award determinations.

#### **5. Communications**

##### **a) Other Languages Support**

Category 1 Contractor must follow California Government Code Section 11135, associated language access regulations at 2 CCR 14100 and Title VI of the Civil Rights Act of 1964, which prohibits language-based national origin discrimination and requires meaningful access to programs, services and activities, including through the use of alternative communication services, for Limited English Proficiency (LEP) individuals. Category 1 Contractor must ensure that all citizens have equal access to information about the Programs, including persons with disabilities (vision and hearing impairments) and Limited English Proficiency persons.

[https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/limited\\_english\\_proficiency\\_0](https://www.hud.gov/program_offices/fair_housing_equal_opp/limited_english_proficiency_0)

##### **b) Information Dissemination and Correspondence**

In accordance with 24 CFR 8.6, Category ` Contractor shall indicate on correspondence materials disseminated to clients and prospective clients how to access information through alternative means if they have an impairment, disability, or language barrier, etc. For example, written communications may include instructions on how to contact the Category 1 Contractor via TTY, Relay services or access translation or interpreter services. Additionally, written communication should ask clients and prospective clients whether they need assistance for mobility impairments, visual or hearing impairments or other disabilities.

##### **c) All Applicant-facing materials shall be compliant with Section 508 ADA accessibility.**

#### **Category 2 – Environmental, Design, Construction Management, and Mitigation Services**

##### **1. Mitigation Assessment and Implementation**

- a) Category 2 Contractor shall maintain a complete understanding of all applicable Program policies, requirements, and protocols.
- b) Understand and comply with all local, state, and federal building standards, including Title 24, Wildfire Urban Interface (WUI) codes and applicable floodplain regulations.
- c) Provide Program Applicants with Wildfire Mitigation housing options that meet California and WUI options, as well as meet or exceed compliance with The Americans with Disabilities Act (ADA) where required.
- d) Conduct initial home and site inspections and complete damage assessments to assist the County in confirming eligibility for the maximum award amount. The Program will institute the following "Level of Importance" approach in developing project-level scopes of work (hereinafter referred to as "construction scope of work") that increase the level of protection against wildfires and flooding, while allowing flexibility in the selection of items to best

address site conditions and homeowner needs, based on the Level of Importance Items as set forth below. Funding will first be allocated to items that are the highest level of importance ("Level 1"), then to lower levels in order until either there are no more mitigation items or the maximum award is reached.

| .Level 1 Importance Items                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| <i>Items marked with * indicate flood mitigation items</i>                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>GOAL FOR LEVEL 1: To protect the envelope of the home from fire and water intrusion and install a Zone 0 protective (5'-0") barrier around the primary structure without altering aesthetics.</b> | <p><b>1.01</b> – Remove any debris/combustible material items and vegetation (live or dead) under and within five feet (5'-0") from each structure, excluding decks and pergolas, unless deteriorated.</p> <p><b>1.01A *</b> – <i>Provide minimal grading away from the home to achieve positive drainage.</i></p> <p><b>1.02</b> – Install pea gravel or other non-combustible hardscape under and within five feet (5'-0") from each structure, and if applicable, an attached deck in Zone 0.</p> <p><b>1.03</b> – Remove any tree limbs and brush (live or dead) that is within five feet (5'-0") from each Zone 0 structure. Must have ten feet (10'-0") above roof and ten feet (10'-0") away from any chimneys and stovepipe outlets.</p> <p><b>1.04</b> – Remove any combustible material items and vegetation (live or dead) on roof, including roof covering, roof valleys, and gutters.</p> <p><b>1.05</b> – Remove any deteriorated and combustible means of egress within (5'-0") of primary structure, which include combustible porches, stairs and landings, ramps, and railings. Replace it with ignition resistant standard grade material.</p> <p><b>1.06</b> – Remove any deteriorated combustible decks and/or pergolas attached to structure, that are beyond repair and replace with ignition resistant standard grade steps and landings (5'-0" x 5'-0" or 5'-0" x 10'-0").</p> <p><b>1.07</b> – Enclose underside of elevated porches, stairs, landings, decks, ramps, and steps with ember resistant wire mesh to prevent combustible material accumulation and penetration of embers.</p> <p><b>1.08 *</b> – <i>Coat exposed foundation/stem wall/perimeter foundation with waterproof coating paint and sealant.</i></p> <p><b>1.09 *</b> – <i>Seal penetrations in walls up to the flood line with waterproof coating paint and sealant.</i></p> <p><b>1.10 *</b> – <i>Seal cracks in windows and doors which are below the flood line.</i></p> <p><b>1.11</b> – Replace the following vents with OSFM approved flame and ember resistant vents. These include fresh air intake, dryer, attic, gable, soffit, and</p> |

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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|                          | <p>under-floor ventilation vents. <i>*Switch to flood vents in foundation walls.</i></p> <p><b>1.12</b> – Repair any deteriorated areas or holes in combustible roof eaves, soffit, or fascia to prevent ember penetration into roof cavity.</p> <p><b>1.13</b> – Repair or remove and replace damaged or deteriorated windows, doors, siding, shingles, or other critical items affecting the living conditions of the Applicant and home, with non-combustible materials.</p> <p><b>1.14</b> – Install metal flashing around the bottom, tops and sides of combustible garage doors to seal from embers.</p> <p><b>1.15</b> – Install a spark arrestor for non-compliant chimneys and stovepipes.</p> <p><b>1.16</b> – Install metal flashing or ignition-resistant material at roof-to-wall intersection to extend a minimum of 6" up the combustible wall and repair small gaps or holes in a combustible exterior.</p> <p><b>1.17</b> – Remove any attached combustible fences, gates and retaining walls and replace with noncombustible alternative, up to eight feet (8'-0") on each side of the primary structure.</p> <p><b>1.18</b> – Remove damaged gutters, or plastic gutters and downspouts and/or install metal gutters, gutter guards, downspouts, <i>and underground downspouts.</i></p> <p><b>1.19</b> – Replace AND/OR install aluminum window, door and sliding glass door screens.</p> <p><b>1.20</b> – Install visible address marker on structure for emergency services if not clearly visible from street.</p> <p><b>1.21 *</b> – <i>Provide grading away from home. Fix any negative slopes. If not possible to grade, dam around house using 4' or less retaining walls or riprap.</i></p> <p><b>1.22 *</b> – <i>Install berms, swales and/or French drains around house.</i></p> <p><b>1.23 *</b> – <i>Provide resident with deployable flood barriers on doors and windows below the flood line.</i></p> <p><b>1.24 *</b> – <i>Install flood shutters, flood logs, flood gate on doors and windows below the flood line.</i></p> <p><b>1.25 *</b> – <i>Plant vegetation and add mulch on hills sloping towards property to control erosion.</i></p> |
|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Level 2 Importance Items |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| GOAL FOR LEVEL 2: Clear  | <b>2.01</b> – (CalFire Requirements) Remove all dead trees, plants, grass and weeds, dead or dry leaves, pine needles, cut lumber and firewood piles                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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| <p><b>Defensible Space per CalFire Requirements working from Zone 1 (5'-0" to 30'-0"), Zone 2 (30'-0" to 100'-0") to reduce ember quantity and travel.</b></p>                                        | <p>within 30' radius of primary structure – Zone 1 (5'-0" to 30'-0").</p> <p><b>2.02</b> – (CalFire Requirements) Trim all live tree branches to a minimum of 10' from other trees within 30' radius of primary structure – Zone 1 (5'-0" to 30'-0").</p> <p><b>2.03</b> – Create 10 feet (10'-0") of clearance of bare soil and nonflammable vegetation around and under all outbuildings, and if applicable, an attached deck, in Zone 1 (5'-0" to 30'-0").</p> <p><b>2.04</b> – Create 10 feet (10'-0") of clearance of bare soil and nonflammable vegetation around all outbuildings and wood piles in Zone 2 (30'-0" to 100'-0").</p> <p><b>2.05</b> – Remove any combustible material items and vegetation (live or dead) on roofs, or structures in Zone 2 (30'-0" to 100'-0").</p> <p><b>2.06</b> – (CalFire Requirements) Cut or mow grass and shrubs to a minimum of 4" high in Zone 2 (30'-0" to 100'-0").</p> <p><b>2.07</b> – (CalFire Requirements) Create horizontal and vertical space between shrubs and trees in Zone 2 (30'-0" to 100'-0"). Removing all tree branches 6' from ground, and all shrubs from under trees. Dead needles, leaves twigs and bark permitted to depth of 3".</p> <p><b>2.08</b> – Demolish and remove any Accessory Buildings which cannot be mitigated.</p>                                                                                                                                                                                                     |
| <p><b>Level 3 Importance Items</b></p>                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <p><b>GOAL FOR LEVEL 3: Once Level 1 and Level 2 items are exhausted, then minimal alterations to aesthetics of home by repairing or replacing combustible items or items beyond useful life.</b></p> | <p><b>3.01</b> – Remove any combustible roof attachments (Solar Panel Mounts, HVAC Roof Mounts, Antenna Mounts, etc.) and replace them with non-combustible metal attachments.</p> <p><b>3.02</b> – Repair up to Two Hundred Square Feet (200' SQFT) of existing roof with Class A asphalt shingles, underlayment, with ember-resistant venting, flashing, drip edge and fascia (remove any skylights during roof repair or replacement).</p> <p><b>3.03</b> – Full roof replacement with Class A asphalt shingles, underlayment, with ember-resistant venting, flashing, drip edge and fascia (remove any skylights during roof repair or replacement).</p> <p><b>3.04</b> – Replace combustible door(s) and/or window(s) with fire rated compliant alternatives.</p> <p><b>3.05</b> – Replace or Repair damaged siding and/or trim with ignition resistant siding and trim.</p> <p><b>3.06</b> – Replace combustible garage door(s) if mitigation is not possible.</p> <p><b>3.07 *</b> – <i>Elevate electrical enclosures, junction boxes, panels, outlets, and switches above the flood line.</i></p> <p><b>3.08 *</b> – <i>Install ground fault circuit interrupters (GFCIs) in areas prone to water exposure. If not possible, make enclosures, wire and junctions rated for water submersion.</i></p> <p><b>3.09 *</b> – <i>Install a separate electrical main shut-off switch outside of main electrical panel.</i></p> <p><b>3.10 *</b> – <i>Provide backflow preventer on main water line.</i></p> |

**3.11 \*** – *Install check valve on sewer line.*  
**3.12 \*** – *Include rainwater harvesting tank or barrels.*  
**3.13 -** *Remove or move any sheds or outbuildings that cannot be mitigated with ignition resistant material (complying with current Building Code standards) to be at least 30' away from primary structures.*

- e) Prepare an Estimated Cost of Repair (ECR), perform Tier II environmental reviews and develop and review the construction scope of work. The inspection must also address all environmental on-site requirements necessary to complete the final Tier 2 Environmental clearance. The cost of materials and labor for the mitigation measures will be calculated using a HUD-approved construction project analysis and cost estimating tool, such as Xactimate.
- f) If needed, prepare plans and design documents for the Wildfire and Flood Mitigation work in compliance with all Program, federal, state and local building standards and requirements.
- g) Enter into a written agreement with selected Applicants and County for the construction and mitigation work supported by the SOW.
- h) Provide the necessary labor to carry out the Wildfire and Flood Mitigation work.
- i) Obtain all necessary permits.
- j) Prepare the site to allow for the construction and mitigation work to be performed and perform or cause to be performed the work detailed in the SOW.
- k) Maintain and create paperwork for assignments, oversee contractor pre-construction meetings, and monitor projects by conducting on site progress inspections.
- l) Prepare Change Order requests for County approval which are supported with a Cost Reasonableness Analysis.
- m) Monitor the project through completion of all work as detailed in the SOW. Conduct final site visits and complete final inspection forms to validate that all activities detailed in the SOW are complete and in accordance with all Program requirements, state and local building codes, and WUI codes.
- n) Manage and monitor all tiers of subcontractors and the work, services, and/or materials they are providing. HCD expects the Category 2 Contractor/General Contractor to provide competent, licensed, insured, and qualified staff to work on the construction scope of work described in this Section. HCD, in coordination with the County, reserves the right to prohibit unlicensed, uninsured, unqualified, or incompetent staff of the General Contractor from assisting with the implementation of the Program. Neither the General Contractor, a subcontractor, or anyone providing goods or services may be on the federal list of debarred entities <https://sam.gov/content/home>.
- o) If applicable, subcontract with qualified entities that have experience and expertise working with Wildfire and Flood Mitigation work. This experience should include, but not be limited to, all building, construction and Wildfire and Flood Mitigation work in compliance with applicable federal, state, and local codes and permitting requirements.
- p) Provide all staff who interface directly with homeowners and subcontractors working outside of established program offices with identification, including a standard color collared shirt and photo identification.

- q) Provide, where necessary, Construction Warranties covering the function and fit-and-finish of all building components. Homeowners must be provided with information binders detailing all building warranties.
- r) All Contractor staff and subcontractors meeting with homeowners must possess and present at all times approved work orders showing authorization to survey and conduct work on their homes. Work orders must clearly identify the construction scope of work and anticipated timelines for work completion as the General Contractor or its subcontractors must also provide documentation to the homeowner explaining the rights of the homeowner throughout the construction process.
- s) All members of the General Contractor's team and subcontractors performing construction work and/or running construction crews must be licensed as either Class "B" or Class "C", as appropriate for the work being performed, by the California Contractors State License Board (CSLB), and maintain certain levels of insurance approved by the County and HCD.

## **2. Outreach Plan and Marketing**

The Category 2 Contractor shall prepare an Outreach and Marketing Plan within thirty (30) days of the Agreement start date. Marketing plans shall include proactive and meaningful targeted outreach efforts to reach those populations identified as least likely to apply for the housing opportunity including but not limited to individuals that represent lower-income households, people in protected classes, households with special needs and persons with limited English proficiency. The Outreach Plan must detail each outreach activity, including but not limited to, social media, radio, and newspaper advertising, media buys and in-person events, a timeline of outreach activities, as well as how the Contractor will outreach to the most vulnerable and hardest to reach populations to promote the OOM program and assist them with completing the OOM program application.

- a) Category 2 Contractor shall launch a public education and outreach campaign as set forth in the Outreach Plan for the purposes of encouraging Program participation. This will require Contractor to secure space and equipment necessary to stand up and operate temporary and/or "pop up" assistance events across multiple days or weeks in the disaster-impacted areas.
- b) Category 2 Contractor shall create all printed and digital marketing materials that will assist Homeowners in understanding the Program and will encourage participation in the Program and begin call-out and letter campaigns in accordance with the Outreach Plan. All outreach and marketing materials must comply with the requirements of Communications Section 3 below and be approved by HCD Program staff prior to use.

## **3. Communication**

- d) Category 2 Contractor shall support and/or represent HCD in all media interactions. All media requests shall be immediately communicated to HCD for review and guidance. All media responses must be approved by HCD prior to use. As needed, County shall make its management available for media interviews, meetings with federal officials, and other necessary external meetings, each instance of which must be requested by and/or approved by HCD in advance.
- e) Other Languages Support

Category 2 Contractor must follow California Government Code Section 11135, associated language access regulations at 2 CCR 14100 and Title VI of the Civil Rights Act of 1964, which prohibits language-based national origin discrimination and requires meaningful access to programs, services and activities, including through the use of alternative communication services, for Limited English Proficiency (LEP) individuals. Category 2 Contractor must ensure that all citizens have equal access to information about the Programs, including persons with disabilities (vision and hearing impairments) and Limited English Proficiency persons.

[https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/limited\\_english\\_proficiency\\_0](https://www.hud.gov/program_offices/fair_housing_equal_opp/limited_english_proficiency_0)

f) Information Dissemination and Correspondence

In accordance with 24 CFR 8.6, Category 2 Contractor shall indicate on correspondence materials disseminated to clients and prospective clients how to access information through alternative means if they have an impairment, disability, or language barrier, etc. For example, written communications may include instructions on how to contact the Category 2 Contractor via TTY, Relay services or access translation or interpreter services. Additionally, written communication should ask clients and prospective clients whether they need assistance for mobility impairments, visual or hearing impairments or other disabilities.

g) All Applicant-facing materials shall be compliant with Section 508 ADA accessibility.

h) Application Status

Category 2 Contractor must provide multiple methods of communication, such as websites, toll-free numbers, TTY and relay services, email address, fax number, or other means to provide Program Applicants with timely information to determine the status of their application.

#### **4. Application Intake**

- a) Category 2 Contractor staff and its vendors must comply with handling PII in accordance with the requirements of the Privacy Act of 1974 in order to assist with the completion of and/or review of program applications. Category 2 Contractor and its vendors will be required to comply with the Owner-Occupied Mitigation Program Policies and Procedures for the Protection of Personally Identifiable Information and execute Data Sharing Agreements in the form provided by HCD prior to accessing or handling PII. HCD strongly encourages the use of data breach insurance to protect the PII data of the Applicants. In most cases, Program anticipates that intake may be completed using the System of Record, however, the County is expected to continually provide necessary staffing and equipment that allows staff to complete client intake using physical (paper) applications via mail, fax, or in-person interaction using leased office space or public space, if the County chooses to use a paper application.
- b) Category 2 Contractor shall secure the necessary personnel, software, space, and equipment to hold in-person application intake events on a regular basis, at least twice a month, at locations that are easily accessible to the most vulnerable populations. All locations must be fully ADA-compliant.
- c) Category 2 Contractor and /or its Participating Vendors shall assist the Applicant in preparing for, completing, and submitting their application to the Program, which should

require providing Applicants with a checklist of required documents, document collection, and document digitization or scanning.

- d) Category 2 Contractor must ensure staff are trained to be familiar with all application documents required for eligibility and income verification for the OOM Program.

## **5. Administrative Requirements**

- a) Complete the hiring of all Category 1 personnel within 30 days of the Agreement start date, complete the hiring of all Category 2 personnel within 60 days of the Agreement Start date, and complete the hiring of all Category 3 and 4 personnel within 90 days of the Agreement start date, if remediation of hazardous materials are identified. All contractors are required to comply with all state and federal labor wage requirements and the County of Ventura's Federal Davis Bacon Labor Standards Policy.
- b) Enter into contracts, which are provided to and approved by the County, with all vendors required to operate the program within forty-five (45) business days of the start date of the Agreement resulting from this RFP. All contracts must adhere to federal procurement standards.
- c) Make ready all electronic documents with necessary protections of privacy and are AB 434 (State Web Accessibility) and Section 508 (of the Rehabilitation Act) compliant.
- d) Any other unforeseen tasks deemed mission-critical by the County.

## **6. Reporting**

- a) Provide updates to the County consisting of a one-page overview of the week's progress.
- b) Create reports to track performance, inventory, and staffing levels throughout the construction process.
- c) A cost summary, covering base contracts, contract modifications, claims, and other cost issues.
- d) Provide report of critical issues or synopsis of important problems to the County.
- e) Provide information and data to the County for monthly progress reports that shall describe and summarize the activities and progress of the month, highlighting areas of concern, making recommendations for corrective action. These reports should include:
- f) Master project schedule, with updates and revisions.
- g) Key milestones, including a discussion of issues affecting the schedule.
- h) Work-in-place, or percentage of construction planned and actual.
- i) Inspection report, including deficiencies identified and status of corrective actions.
- j) Significant issues, problems and questions resolved and pending, including recommendations for resolution.

- k) Monthly progress photos.
- l) Other related information as requested or required by the County.

### **Category 3 – Hazardous Materials Remediation Services**

The Category 3 Contractor shall rely upon environmental findings and recommendations developed by the Category 2 Contractor and approved by the County.

- Hazardous materials remediation, including asbestos-containing materials (ACM), lead-based paint (LBP), and other environmental hazards identified through Category 2 environmental review and inspection activities.
- Clearance testing, regulatory documentation, permitting, and compliance activities associated with hazardous materials remediation.
- Coordination with the County and Category 2 Contractor to support project implementation, environmental compliance, and construction activities.
- Preparation and maintenance of records, reports, certifications, and supporting documentation necessary to demonstrate compliance with federal, state, and local requirements.

### **Category 4 – Relocation Services**

The Category 4 Contractor shall rely upon environmental findings and recommendations developed by the Category 2 Contractor and approved by the County.

- Temporary relocation services for occupants displaced as a result of remediation or mitigation construction activities.
- Preparation and maintenance of records, reports, certifications, and supporting documentation necessary to demonstrate compliance with federal, state, and local relocation requirements.

## **C. Authorizing Legislation and Authority**

### **State Statutes**

Health and Safety Code (“Health & Saf. Code”) section 50152 designates HCD as “the principal state department responsible for coordinating federal-state relationships in housing and community development” and states the “department shall have primary responsibility for development and implementation of housing policy” and that it “shall be the primary agency in the implementation of that policy.”

#### **Health & Saf. Code section 50152**

States the types of programs for which HCD is responsible include, but are not limited to, grants and loans for the construction and rehabilitation of housing for persons and families of low or

moderate income and that “[a]ll housing programs not expressly assigned to other agencies shall be assigned to the department for implementation.”

**Health and Saf. Code section 50406**

Gives HCD the power “[t]o make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions ... To accept gifts, grants, or loans of funds ... from any federal or state agency ... and to comply with conditions thereof not contrary to law.”

**Health and Saf. Code section 50407**

States the “department is the principal state department responsible for coordinating federal-state relationships in housing and community development, except for housing finance... The department shall promote maximum utilization of federal subsidies available to meet housing needs of very low-income households and other persons and families of low or moderate income, or both.”

**Health and Saf. Code section 50825**

States “It is the intent of the Legislature in enacting this chapter to ensure that funds allocated to the state pursuant to the federal State Community Development Block Grant Program (42 U.S.C. Sec. 5306(d)), and administered by the department, ... All funded eligible activities shall be consistent with the state’s consolidated plan and any annual update to the consolidated plan, that is provided to the United States Department of Housing and Urban Development, which details how the State of California intends to use federal program funds.”

**Contract Authority**

- a) California’s Consolidated Plan for 2020-2024 (submitted to and approved by HUD) identifies HCD as the CDBG Administrator in section PR-05: Lead and Responsible Agencies.
- b) State of California 2023 CDBG-DR Action Plan covering disaster events that occurred in 2023 references and defines the Owner-Occupied Mitigation (OOM) program and related funding allocations to be administered by HCD.

**E. Federal and State Procurement Principles**

*All Contractors and Subcontractors utilized as a result of the Owner-Occupied Mitigation RFP to administer mitigation services must follow all State and Federal Procurement Principles, including those in the California Public Contracting Code and California State Contracting Manual.*

**Public Contract Code (“Pub. Contract Code”) section 1100.7**

States, in relevant part, “This code is the basis of contracts between most public entities in this state and their contractors and subcontractors.”

**Pub. Contract Code section 100 states**, in relevant part:

“[I]t is the intent of the Legislature in enacting this code to achieve the following objectives:

- a) To clarify the law with respect to competitive bidding requirements.
- b) To ensure full compliance with competitive bidding statutes as a means of protecting the public from misuse of public funds.
- c) To provide all qualified bidders with a fair opportunity to enter the bidding process, thereby stimulating competition in a manner conducive to sound fiscal practices.
- d) To eliminate favoritism, fraud, and corruption in the awarding of public contracts.”

### **3. MINIMUM QUALIFICATIONS OF PROPOSERS**

A. The Proposer or the proposed general contractor (if applicable), must have at least two (2) consecutive years of satisfactory experience, within the last five years, being fully responsible for providing similar services as set forth in each Category. Proposers should provide at least three (3) Customer Satisfaction Forms to represent this work.

B. The Proposer and the proposed general contractor (if applicable) shall provide a statement of whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details. This statement must be provided even if there are/were no such proceedings.

C. The Proposer and the proposed general contractor (if applicable) shall provide a statement of whether there are any pending California Contractors State License Board (CSLB), Securities Exchange Commission, or Better Business Bureau (BBB) investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a Contract under the Owner-Occupied Mitigation RFP. These statements must be provided even if there are/were no such proceedings.

D. The Proposer and the proposed general contractor (if applicable) shall provide a statement documenting all open or pending litigation initiated by Proposer or the proposed general contractor or where Proposer or the proposed general contractor is a defendant in a customer matter must be provided and an explanation for each litigation listed. These statements must be provided even if there are/were no such proceedings.

E. Determination of the Proposer's responsibility relating to the Owner-Occupied Mitigation RFP shall be made using the following criteria. The County must find that the selected Proposer:

- a. Has adequate financial resources for full performance, or has the ability to obtain such resources as required for full performance on a reimbursement basis (see Attachment 1);
- b. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- c. Is able to comply with the proposed or required time of delivery or performance

schedule;

- d. Has a satisfactory record of integrity, judgment, and performance to be determined at the County's sole discretion; and,
- e. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

#### 4. MINIMUM QUALIFICATIONS OF THE PROPOSAL

Proposer must provide all required documents and information listed on Attachment 1, Proposal Checklist. The items in Part One of the Checklist are required for the Administrative Review. If a non-scored item is submitted unsigned or not completed properly, the County may allow the proposal to be scored, in the County's sole discretion.

The items in Part Two of the Checklist are required for a proposal to be evaluated and scored. Therefore, proposals that do not include documents and information for each of the items listed in Part Two of the Proposal Checklist will lose the maximum points possible for each item missing or may be deemed insufficient for evaluation, at the County's sole discretion.

#### 5. RFP TIMELINE AND PROPOSAL DOCUMENTS/INFORMATION

##### A. Key Action Dates

| <u>Event</u>                                                                                                                                                                                                                                                                                                                                | <u>Date</u>      | <u>Time<br/>(Pacific Time)</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------|
| RFP available to prospective proposers                                                                                                                                                                                                                                                                                                      | August 11, 2026  | N/A                            |
| Written Question Submittal Deadline<br><i>(Answers to Questions will be posted at least five days prior to final proposal submission date on the County's website:<br/><a href="https://venturacounty.gov/county-executive-office/community-development/">https://venturacounty.gov/county-executive-office/community-development/</a>)</i> | August 25, 2026  | 5:00 p.m.                      |
| Final Date for Proposal Submission                                                                                                                                                                                                                                                                                                          | October 2, 2026  | 5:00 p.m.                      |
| Interviews if needed                                                                                                                                                                                                                                                                                                                        |                  | TBD                            |
| Notice of Intent to Award (Anticipated)                                                                                                                                                                                                                                                                                                     | November 3, 2026 | N/A                            |
| Proposed Award Date                                                                                                                                                                                                                                                                                                                         | December 4, 2026 | N/A                            |
| Proposed Contract Term                                                                                                                                                                                                                                                                                                                      | 34 months        | N/A                            |

##### B. Proposal Content

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

- 1) **Cover Letter of Interest**

- a) Cover Letter of Interest, narrative not to exceed two, single-sided, pages in length,
- b) Confirm that all elements of the RFP have been reviewed and understood,
- c) Clearly state which categories (1-4) for which a Proposer would like to be considered,
- d) Include a statement of intent to perform the services as outlined,
- e) Express Proposer's willingness to enter into a contract under the terms and conditions prescribed by the Owner-Occupied Mitigation RFP and in Exhibit B – CDBG-DR Terms and Conditions, and
- f) Identify a single person (and their contact information) for possible contact during the RFP review process.

## **2) Proposal Amount and Project Timeline**

Proposers should provide the total cost to perform the total scope of work described in the Owner-Occupied Mitigation RFP. The total cost should be provided for each Category under which a Proposer is submitting a response. This total cost should include any travel expenses.

## **3) Required Forms and Documentation**

Proposer shall submit all required forms and documentation, as outlined on Attachment 1, Proposal Checklist.

## **C. Past Performance and Record of Successful Completion of Similar Work**

### **1) Corporate Background/Financial Condition/Experience**

- a) The Proposer shall describe its firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure any recent or materially significant proposed change in ownership, and copies of the previous three years financial statements, preferably audited. If the Proposer is submitting a response for construction work, a valid California Contractor's License number shall be provided.
- b) The Proposer shall provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details.
- c) The Proposer shall provide a statement of whether there are any pending California Contractors State License Board (CSLB), Securities Exchange Commission, or Better Business Bureau (BBB) investigations involving the Proposer and the proposed general contractor, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a Contract under the Owner-Occupied Mitigation RFP.
- d) The Proposer shall provide a statement of the Proposer's involvement in litigation and/or any suspension or debarment proceedings that could affect this work. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or

concluded, that involves a governmental entity. If no such litigation, suspension or debarment exists, Proposer shall so state.

- e) Submit evidence of sam.gov registration. If not available, Proposer will need to register at sam.gov prior to contract execution.
  - f) If the Proposer intends to subcontract for portions of the work, the Proposer should clearly identify any contractual arrangements and should include specific designations of the tasks to be performed by the subcontractor (including all independent contractors). Except for financial information, all information required of the Proposer under the terms of the Owner-Occupied Mitigation RFP shall also be required for each subcontractor.
- 2) **By signing the cover letter of interest and/or Proposal, the Proposer certifies that the signatory is authorized to bind the Proposer. The Proposal should include:**
- a) Confirmation that the Proposer possesses or has staff/subcontractors with relevant work experience to undertake the Scope of Work under each Category for which it is requesting consideration.
  - b) Confirmation that the Proposer possesses or has staff/subcontractors with relevant work experience with HUD and California compliance and standards.
  - c) A brief statement of the Proposer's understanding of the scope of the work to be performed.
  - d) Evidence that the Proposer has any appropriate state business license(s) issued by the Secretary of State's Office, required for this Proposal, or, if allowed by law, will obtain such business license.
  - e) Confirmation that the Proposer and the proposed general contractor has not had a record of substandard work within the past five (5) years.

"A record of substandard work" means any record or finding showing that work done by the proposer did not meet commonly accepted quality or workmanlike standards in the proposer's trade or industry for projects of this type and size.

- f) Confirmation that the Proposer and the proposed general contractor, if applicable, has not engaged in any unethical practices within the past five (5) years.

"Engaged in any unethical practices" means engaged in conduct or actions that fell below the commonly accepted professional responsibility or ethics standards for the proposer's trade or industry as determined by a relevant regulatory body, regulatory authority, licensing board, or similar industry group, that resulted in any sort of disciplinary finding, action, or penalty taken against the proposer, monetary or otherwise.

- g) Confirmation that the Proposer and the proposed general contractor has not had an early termination of a contract due to breach of contract or lack of performance in the last five (5) years.
- h) Confirmation that, if awarded the contract, the Proposer acknowledges its complete responsibility for performance of the entire contract, including payment of any and all charges resulting from the contract.

- i) A written agreement with any person or subcontractor listed in the proposed project staff or team.
- j) Any other information that the Proposer feels appropriate or necessary for the County to evaluate its Proposal.
- k) The signature of the individual who is authorized to make Proposals of this nature in the name of the Proposer submitting the Proposal.
- l) A statement whether the Proposer has, in force, insurance coverage that meets the requirements outlined in Exhibit B
- m) Or if the Proposer does not currently meet the requirements, its ability and commitment to obtain all required insurance coverages.
- n) Provide information describing and substantiating the adequacy of the Proposer's financial capacity to handle the requirements of the Owner-Occupied Mitigation RFP.
- o) Provide a descriptive list of all criminal convictions in the past ten (10) years or active investigations or prosecutions in which the Proposer or any of its officers, directors, or management personnel were or are defendants or targets of investigation.
- p) Provide a descriptive list of all civil lawsuits in the past five (5) years in which the Proposer or any of its officers, directors, or management personnel were or are plaintiffs or defendants with claims in excess of \$100,000.

The County reserves the right to request any additional information, prior to contract award to assure itself of a Proposer's and proposed general contractor's financial status, qualifications, capacity, and experience.

### **3) Proposer Description, Capacity, Qualifications and Relevant Experience**

The Proposal should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to this Owner-Occupied Mitigation RFP.

Proposer should describe their experience working in a similar capacity as what is required in the scope of this RFP with references from previous clients including names, telephone numbers, and email addresses. It should detail your organization's or the proposed general contractor's experience with site and building standards and codes including federal, state, local requirements, and accessibility issues. Organization shall also provide the number of years in business within its specific field and under the current business name and/or license, and evidence of valid and, if applicable, current licenses and certifications necessary to comply with the scope of work in this RFP and as regulated by all applicable state, county, and/or local laws and/or ordinances.

- a) Describe any major engagements during the past five (5) years in which the Proposer has assisted a governmental entity in managing a similar scope of work, including mitigation measures and experience administering programs in which the end users included homeowners or small-scale rental property owners.

- b) Describe any other experience or characteristics of the Proposer which would be uniquely relevant in evaluating the experience of your firm to handle the proposed project, with particular regard to its scale and the County's goal of rapid implementation.
- 4) **Proposer should meet the following standards:**
  - a) The Proposer should demonstrate successful experience in executing multiple engagements involving rapidly starting up implementation of business or governmental activities with annual expenditures in excess of \$500,000.
  - b) The Proposer, senior personnel of the firm, and/or subcontractor(s) identified in this Proposal should demonstrate experience in working with units of government in implementing housing and mitigation programs.
  - c) Proposer, and/or subcontractor(s) identified in this Proposal, should have demonstrated capacity to immediately deploy sufficient and qualified personnel to complete services required.
  - d) The Proposer should demonstrate in its Proposal that it has sufficient and qualified staff already dedicated to contract solicitations and management to enter into and manage any subcontracts proposed in the Proposal.
  - e) The Proposer, and/or subcontractor(s) identified in this Proposal, should have sufficient human resource staff to recruit the staff described in the Proposal.
  - f) The Proposer, and/or subcontractor(s) identified in this Proposal, should have sufficient, demonstrated, financial capacity to carry out the program.
  - g) The Proposer, and/or subcontractor(s) identified in this Proposal, should demonstrate knowledge and familiarity with federal requirements and demonstrate experience administering similar programs as described under this RFP.

#### **D. Qualified Staff Resumes and Availability**

The Proposer should possess the following desirable qualifications to successfully manage and provide the services described with the Scope of Work for the Owner-Occupied Mitigation RFP.

##### **1) Staffing Plan**

Provide an organizational chart and corresponding table describing all current and proposed staff members of the Proposer, and staff members of proposed subcontractor, who would be assigned to the program following the award of the contract; their roles (in a word or a phrase), and the percentage of full-time equivalent (FTE) work each staff member would commit for this engagement during the period, and where the individuals will primarily be working, whether in California or another location. Include in this chart and table all contract management and human resources staff who will be dedicated to recruiting and hiring subcontractors and/or additional staff to be assigned to this work. Also include all staff who will be dedicated to securing equipment and working with the software vendor to ensure program operation through the system.

## **2) Background Checks**

The County requires the Contractor, its agents, employees, and subcontractors to be ethical and trustworthy to serve the best interests of its Program Applicants. To help ensure this trust, Contractor, at its expense, shall conduct criminal background checks (as permitted by applicable law) for each of its employees, as well as the employees or contracted workers of any of its subcontractors, who will have access to County's facilities, construction sites, or have contact with homeowners or any personally identifiable information (PII) data either through on-site access or through remote access. Upon award, Contractors will further certify it will not utilize any agents, employees, or subcontractors convicted of any crime of dishonesty, fraud, deceit, violence, or misrepresentation to perform any obligations of the Contract. Contractors shall further prohibit its agents, employees, and subcontractors from accessing County, program, and/or homeowner data and/or facilities and/or program grantees or beneficiaries if such agent, employee, or subcontractor failed to pass any relevant background check(s).

## **3) Independent Assurances**

The Contractor(s) shall make available for examination at reasonable intervals and during normal business hours to the County all books, accounts, reports, files, and other papers or property, and shall permit County to audit, examine, and make excerpts or transcripts from such records.

## **4) Appropriate Staffing**

- a) The Proposer shall provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the program. This includes the Proposer's own staff and staff from any subcontractors to be used.
- b) The Proposer should demonstrate that their staff (and any subcontractor(s) used) meet the desirable qualifications and have necessary experience and knowledge to successfully implement and perform the tasks and services listed within the Scope of Services.
- c) Any subcontractor included in the Proposal must have agreed in writing to being included in the Proposer's proposed project staff or team. Any such written agreement must be produced to the County upon request. Any financial terms and personally identifying information (i.e. social security number) must be redacted from the production to the County.
- d) Demonstration of experience and knowledge should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past (within the last 5 years) and present projects with dates and responsibilities and any applicable certifications.
- e) Customer references (name, title, company name, address, email addresses, and telephone number) should be provided for the cited projects in the individual resumes.

- f) No key personnel may be assigned or replaced in the resulting contract without the written consent of the County.
- g) The Proposer shall also provide an organization and staffing plan that specifically includes the required number of personnel, role and responsibilities of each person assigned to the program, their planned level of effort, their anticipated duration of involvement, and their on-site availability.
- h) The Proposer shall demonstrate their ability to adequately staff and scale personnel levels to maintain agreed upon service levels throughout the life of the Contract.
- i) Provide an organizational chart for the Proposer's staff with clear levels of authority and oversight. Highlight key personnel staffing positions and roles that will be held by staff of Proposer and subcontractors.
- j) Include a listing of all work classifications and number of positions needed for that classification the Proposer intends to include in the Proposal.

## **5) Key Personnel**

- a) Definition: "Personnel" means employees of the awarded Contractor(s), or any subcontractor(s), affiliates, joint venture partners, or team members, and consultants engaged by any of those entities.
- b) Definition: "Key Personnel" means Personnel considered to be essential to the work being performed under this contract [71 FR 2440, Jan. 13, 2006, as amended at 77 FR 73537, Dec. 10, 2012].
- c) Prior to diverting any of the Key Personnel specified in proposal to other projects, the Contractor shall notify the County, reasonably in advance, and shall submit justification (including proposed substitutions and current resume) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the County Contract Manager.
- d) Provide separate resume and a duty statement for each key personnel, who will be assigned to the Owner-Occupied Mitigation RFP Scope of Work, including any and all proposed subcontractor(s), and detailing the specific role of each individual involved in the Owner-Occupied Mitigation RFP Scope of Work, specifically the following information:
  - i. Staff or proposed general contractor responsible for on-site construction. List specific full-time Proposer staff available upon the date of Contract execution for each identified task in the Owner-Occupied Mitigation RFP Scope of Work. Qualified and where required, licensed staff must be maintained during the term of the Contract.
  - ii. List specific full-time staff of each subcontractor, available upon date of the Contract execution for each identified task in the Owner-Occupied Mitigation RFP Scope of Work. Qualified staff must be maintained during the term of the Contract.

## **E. Work Plan and Work Schedule**

A work plan should be completed for the 34-month Contract term. For each proposed Category,

the Work Plan shall include:

- a) **Startup and Staffing** - Describe the activities required to begin work, including hiring, training, background checks, system access, equipment, office or event space, and subcontractor or vendor agreements.
- b) **Tasks and Schedule** - Identify the major tasks, deliverables, milestones, responsible staff, anticipated timeframes, and any County or HCD review and approval requirements.
- c) **Category-Specific Services** - Address the services applicable to the proposed Category:
  - a. Category 1: Eligibility review, Duplication of Benefits review, award calculation, QA/QC, award letters, reporting, compliance, and closeout.
  - b. Category 2: Outreach, application intake, inspections, environmental review, cost estimates, scopes of work, design, permitting, construction management, mitigation work, warranties, and closeout.
  - c. Category 3: Referral review, hazardous-materials remediation, clearance testing, required documentation, and closeout.
  - d. Category 4: Referral review, relocation notices, advisory services, temporary housing, relocation assistance, return to the property, and file closeout.
- d) **Coordination** - Describe how the Proposer will coordinate with the County, Applicants, and Contractors performing services under other Categories, including referrals, handoffs, document sharing, status updates, approvals, and issue resolution.
- e) **Capacity** - Describe the Proposer's anticipated staffing and monthly capacity to complete the services required under the proposed Category.
- f) **Schedule Format** - Provide a schedule covering the full Contract term. The schedule should show startup activities, major tasks, milestones, dependencies, review periods, coordination points, and closeout activities.
- g) **Risk Management** - Identify significant risks that could delay performance and describe how the Proposer will monitor, report, and address schedule delays or workload changes.

## **F. Approach and Methodology**

The Proposer shall provide their approach and methodology in providing the required services and identifying the tasks necessary to meet requirements described within the Owner-Occupied Mitigation RFP Scope of Work. A separate response should be provided for each Category under which a Proposer is requesting consideration.

1. Understanding of the nature of all the Scopes of Services and how its Proposal will best meet the needs of the County;
2. Approach and methodology for starting up operations; for minimizing risk, ensuring completion of critical tasks and of satisfactory customer service, and implementing a quality assurance process;

3. Approach for maximizing use of local Minority Owned/Women Owned and/or low to moderate income and/or Disadvantaged Business Enterprise entities in subcontractor roles;
4. Approach for managing operations to provide efficiency and effectiveness and optimize the use of personnel and other resources;
5. Proposed installation management work plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing;
6. Describe the proposed mechanisms for delivering services, e.g. through new offices operated by the Proposer, through the facilities of subcontractor firms (such as financial institutions, housing counseling agencies, or accounting firms), or via telephone, via a web-based application, via mobile offices, or other means;
7. Specifically describe the strategy, methods, and timeline that the Proposer proposes to use to provide vending and installation services.;
8. Describe the Proposer's strategy for providing back-office functions, such as accounting and communication with the County, and other vendors;
9. Describe the strategy for recruiting and hiring any subcontractors that are essential to the program's success but have not yet been identified.
10. Describe the strategy for ensuring fiscal controls will be effective for preventing fraud and abuse, and for complying with state and federal guidelines.

**G. Customer Satisfaction Rating (Attachment 4)**

Proposers must provide three (3) completed Customer Satisfaction Rating Forms for each Category under which it is requesting consideration. These forms must be provided to past clients of the Proposer who will complete and sign them and return them to the Proposer to be included in the proposal submitted to the County. At least one (1) of the forms must demonstrate two (2) consecutive years of satisfactory experience, within the last five (5) years, being fully responsible for work related to fire and flood mitigation. The Proposer is not required to submit originals of the forms. The rating of the Customer Satisfaction Forms will be done in accordance with scoring criteria described in Section M.5).

**H. Budget and Proposal**

- 1) The Proposer must provide all cost information in the Cost Proposal Form, Attachments 3. A separate response should be provided for each Category under which a Proposer is requesting consideration. All cost information should be reflective of the Proposer's approach and methodology. All labor categories, fees per home finished, and other direct costs are subject to written approval by the County.
- 2) **The unit rates will be in effect for the entire term of the Contract.**
- 3) The awarded Proposer from the Owner-Occupied Mitigation RFP will be paid the actual billable unit prices proposed for all services. Only actual and completed work will be invoiced. All invoices for staff costs must be accompanied by detailed timesheets that support the hours being billed.

- 4) Supplies not individually listed within Other Direct Costs, or otherwise approved by the County, shall be provided by the Proposer at its own cost.
- 5) **Fees Per Unit Finished - Program Operation Services** - Provide a per unit cost from the initial site visit through final installation, and close out. Proposed rates shall be inclusive of all fees required to provide the service, including labor and travel.
- 6) **Other Direct Costs (ODCs)** may include, for example: postage (includes US mail, FedEx, UPS, and etc.); costs for copying, mailings, notifications, etc.; personal computer workstations, laptop computers, computer peripherals (scanners, printers); cost of outreach and other public events (i.e. facilities); notary service fees.
- 7) Wireless communication devices (cell phones, GPS, wireless cards, etc.) for purposes of remote communication for Full Time Equivalent (FTE) performing field-based work CANNOT be charged by the Proposer as an ODC but must be included in the unit costs proposed.
- 8) Prior to purchasing or leasing, the Proposer shall provide a list of ODCs to the County. The County will review the list and will either (a) authorize the Proposer to purchase or lease the items or services and submit the expense for reimbursement (with proper documentation), or (b) deny the request. For any such purchases, the Proposer should obtain price quotations from a minimum of three (3) sources.

**I. County Furnished Resources**

- 1) Once the program management system software, is operational, it shall be provided by the County as part of the system of record and the program application used for processing Applicants during the application process and managing each awarded Applicant's project. The Proposer shall provide design documentation and requirements to the County for any required customization for the program management system software to perform the services of this contract.
- 2) Additional software or licenses required to perform the services of this Contract, subject to approval from the County, will be either directly licensed or purchased by the County or reimbursable as an ODC, whichever is most cost efficient. Upon termination of this Contract such software and licenses not already in the County's name, shall be transferred to the County.

**J. Evaluation and Selection**

**1) Evaluation Team**

The evaluation team, designated by the County, will evaluate and select the Proposal or combination of Proposals that are most advantageous to the County to successfully implement the Program, taking into consideration price, experience, capacity, and other evaluation factors set forth in the RFP.

**2) Administrative and Mandatory Screening**

All Proposals will be reviewed for compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not in compliance will be rejected from further consideration.

**3) Clarification of Proposals**

The County reserves the right to seek clarification of any Proposal for the purpose of identifying

and eliminating minor irregularities or informalities found in any Proposal.

**4) Oral Presentations/Discussions May be Required**

- i. The County, at its sole discretion, may require all responsive Proposers to provide an oral presentation of how they propose to meet the program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.
- ii. The County reserves the right to enter into a Contract without further discussion of the Proposal submitted based on the initial Proposal received.
- iii. If oral presentations are required, the information received in the oral presentation will be used in scoring Approach and Methodology, Proposer Experience and Staff Qualifications only. The cost score will be based solely on the original cost Proposal received.

**K. Proposal Submission Requirements**

- 1) Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of the Owner-Occupied Mitigation RFP Scope of Work. The Proposal must be complete and accurate. Omissions, inaccuracies, or misstatements may be cause for rejection of a proposal.
- 2) The Proposal package should be prepared in the least expensive method, so there are no requirements for the County for special binders or color printing, etc. The County does request that Proposer include a table of contents with use of tabs or some type of divider system to clearly separate out the different parts of the Proposal.
- 3) All Proposals must be submitted under sealed cover and sent to the County by dates and times shown in Section 5: RFP Timeline and Proposal Documents/Information, Item A. Key Action Dates. Proposals received after this date and time will not be considered.
- 4) Three hard copies (one original, two copies) of the proposal must be submitted. A flash drive may be used instead of one of the two hard copies. One redacted copy of the proposal should also be included. The redacted copy should omit private company information. The redacted copy may be submitted on the flash drive.
- 5) The original proposal must be marked "ORIGINAL COPY". The redacted copy must be marked "REDACTED COPY." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may be photocopies of the original package.
- 6) The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

**County of Ventura**  
**800 S. Victoria Ave., L#1940**  
**Ventura, CA 93009**  
**Attn: CEO,Housing and Homelessness Solutions, Jennifer Butler**  
**"DO NOT OPEN"**

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided. Proposals not submitted under sealed cover and marked as indicated will be rejected.

- 7) All Proposers are required to include the documents identified as required on the Proposal Checklist, as stated in Section 2. The County does request that Proposer use a table of contents and tabs, or some type of divider system, to clearly separate out the different parts of the proposal. Proposals not including the required scoring documentation shall not receive scores for those categories. A non-responsive proposal is one that does NOT include required documents indicated on Part One of the Proposal Checklist. Proposals deemed non-responsive may be rejected.
- 8) Mail or deliver proposals to the following address:

**County of Ventura  
800 S. Victoria Ave., L#1940  
Ventura, CA 93009**

**Attn: CEO, Housing and Homelessness Solutions, Jennifer Butler  
(U.S. Postal Service Deliveries, Hand Deliveries, UPS, Express Mail, Federal Express)**

- 9) Proposals must be submitted for the performance of all the services described herein. Any deviation from the Owner-Occupied Mitigation RFP Scope of Work specifications will not be considered and may cause a proposal to be scored accordingly.
- 10) A proposal may be rejected if it is conditional or incomplete (does not meet Proposal Minimum Qualifications for Scoring per Proposal Checklist), or if it contains any alterations of form or other irregularities of any kind. The County may reject any or all proposals and may waive an immaterial deviation in a proposal. The County waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the Contract.
- 11) Costs incurred for developing proposals and in anticipation of award of the Contract are entirely the responsibility of the Proposer and shall not be charged to the County.
- 12) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal form may be returned for correction and signature as it does not contain scoring material.
- 13) A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline, as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- 14) A Proposer may withdraw its proposal by submitting a written withdrawal request to the County, signed by the Proposer or an authorized agent to the address indicated in paragraph 8 above. A Proposer may thereafter submit a new proposal prior to the proposal

submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

- 15) The County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum in the same manner as the original RFP was released so that all parties who received notice of the RFP can submit an updated proposal package.
- 16) The County reserves the right to reject all proposals. The County is not required to award a Contract. Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the RFP requirements.
- 17) More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names, will not be considered.
- 18) The County does not accept alternate contract language from a prospective Proposer. A proposal with such language will be considered a counter proposal and may be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- 19) No oral understanding or agreement shall be binding on either party.

#### **L. Scoring Process**

- 1) Only proposals received in sealed envelopes before the deadline, noted in the Key Action Dates, will be opened, and scored.
- 2) At the time of proposal opening, each proposal will be checked for the presence or absence of required forms and documentation listed in the Proposal Checklist (Attachment 1). Irregularities with Administrative Review documents may be waived. All waived items may be required before an award is made.
- 3) In addition, each proposal will be checked for conformance with the submission requirements in Part One of Proposal Checklist (Attachment 1). Proposals that include all required documents and information in Proposal Checklist Part One will be provided to the Evaluation Team for review and scoring.
- 4) The County Evaluation Team will be responsible for the review and evaluation of Bidder Proposals. The County may engage additional Subject Matter Experts (SMEs) during the process to assist the Evaluation Team in gaining a better understanding of financial, legal, contractual, or other issues. These individuals will not have voting privileges or responsibility for the evaluation process.
- 5) Proposals that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the proposer, will be rejected.

The County will award the contract to the Proposer that scores the highest number of points and is deemed responsive and responsible. Proposals will be evaluated using a point system based on responsiveness to the RFP as follows:

|    | Scoring Criteria Category                                                                                            | Max. Points Assigned |
|----|----------------------------------------------------------------------------------------------------------------------|----------------------|
| 1) | Administrative Requirements                                                                                          | (Pass/Fail)          |
| 2) | Past performance, record of successful completion of similar work                                                    | 25                   |
| 3) | Qualifications and experience of key personnel who will be directly performing the work, résumés, and duty statement | 15                   |
| 4) | Work Plan and Work Schedule Requirements/Approach and Methodology                                                    | 20                   |
| 5) | Customer Satisfaction Ratings                                                                                        | 15                   |
| 6) | Cost Offer                                                                                                           | 25                   |
| 7) | Interviews (If needed)                                                                                               | TBD                  |
| 8) | MBE/WBE Preference                                                                                                   | 5                    |
|    |                                                                                                                      |                      |
|    | <b>TOTAL</b>                                                                                                         | <b>105</b>           |

#### M. Scoring Criteria

The responses will be reviewed, and points will be assigned based on County's evaluation and according to the point values listed below. Responses shall include clear and distinctive explanations; and not provide a repeat of the RFP requirements but demonstrate a well thought out approach to meeting the requirements of the RFP.

##### 1) Administrative Requirements (Pass/Fail)

Administrative requirements address the **structure, content, and minimum qualifications** of the proposal. Items contained in Part One, of the Proposal Checklist will be identified as Pass/Fail.

##### 2) Past performance, record of successful completion of similar work (max. 25 points)

| Past performance, record of successful completion of similar work                                                                                                                                                             | Point Values        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet the County's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.         | 0 Points            |
| Proposal response (i.e., content and/or explanation offered) is barely adequate or minimally meets the County's needs/requirements or expectations.                                                                           | 5 – 10 Points Poor  |
| Proposal response (i.e., content and/or explanation offered) is satisfactory and meets the County's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and satisfactory. | 11 - 17 Points Fair |

|                                                                                                                                                                                                                                           |                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Proposal response (i.e., content and/or explanation offered) fully meets the County's needs/requirements or expectations with no omissions, flaws or defects.                                                                             | 18 - 24<br>Points Good |
| Proposal response (i.e., content and/or explanation offered) exceeds the County's needs/requirements or expectations. Proposer offers one or more methods or approaches that will enable performance to exceed the County's expectations. | 25 Points<br>Excellent |

**3) Qualifications and experience of key personnel who will be directly performing the work and résumés (Max. 15 points)**

| <b>Qualifications and experience of key personnel who will be directly performing the work and résumés</b>                                                                                                                                | <b>Point Values</b>    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet the County's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.                     | 0 Points<br>No Value   |
| Proposal response (i.e., content and/or explanation offered) is barely adequate or minimally meets the County's needs/requirements or expectations.                                                                                       | 3 Points<br>Poor       |
| Proposal response (i.e., content and/or explanation offered) is satisfactory and meets the County's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and satisfactory.             | 7 Points<br>Fair       |
| Proposal response (i.e., content and/or explanation offered) fully meets the County's needs/requirements or expectations with no omissions, flaws or defects.                                                                             | 12 Points<br>Good      |
| Proposal response (i.e., content and/or explanation offered) exceeds the County's needs/requirements or expectations. Proposer offers one or more methods or approaches that will enable performance to exceed the County's expectations. | 15 Points<br>Excellent |

**4) Work Plan and Work Schedule Requirements/Approach and Methodology (Max. 20 points)**

| <b>Work Plan and Work Schedule Requirements / Approach and Methodology</b> | <b>Point Values</b> |
|----------------------------------------------------------------------------|---------------------|
|----------------------------------------------------------------------------|---------------------|

|                                                                                                                                                                                                                                           |                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet the County's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.                     | 0 Points<br>No Value   |
| Proposal response (i.e., content and/or explanation offered) is barely adequate or minimally meets the County's needs/requirements or expectations.                                                                                       | 5 Points<br>Poor       |
| Proposal response (i.e., content and/or explanation offered) is satisfactory and meets the County's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and satisfactory.             | 10 Points<br>Fair      |
| Proposal response (i.e., content and/or explanation offered) fully meets the County's needs/requirements or expectations with no omissions, flaws or defects.                                                                             | 15 Points<br>Good      |
| Proposal response (i.e., content and/or explanation offered) exceeds the County's needs/requirements or expectations. Proposer offers one or more methods or approaches that will enable performance to exceed the County's expectations. | 20 Points<br>Excellent |

#### 5) Customer Satisfaction Ratings (Max. 15 points)

The Proposer must submit three company references using the Customer Satisfaction Ratings form (Attachment 4). The references submitted must be for engagements similar in scope or complexity to the Owner-Occupied Mitigation RFP Scope of Work and substantiate the Minimum Qualification requirement at least 2 consecutive years of satisfactory experience, within the last five years, being fully responsible for implementing and operating a homeowner assistance program funded with CDBG-DR. Points for references will be achieved based on how the reference elects to assess the company. The County reserves the right to contact the reference for validation purposes. The County will not assign points for references that cannot be validated. Proposers who submit more than three references will not receive additional points. Only the first three references included in the response will be compared. The County reserves the right to adjust the numeric points assigned by the reference based on assessment of written explanations provided by the reference. No points will be achieved for a reference that is determined not to be similar in scope or complexity to the Owner-Occupied Mitigation RFP Scope of Work. A Proposer receiving an average rating of 50 points will receive the maximum score of 15 points. Proposers receiving an average rating below 50 points will receive a proportionate evaluation score.

Example: In the sample scenario provided below, Proposer A submits three references and each total the maximum 50 points under the Customer

Satisfaction Rating. The three references are totaled and an average of 50 customer satisfaction points is achieved. The Proposer will receive the maximum 50 customer satisfaction points possible for Proposer A.

The maximum customer satisfaction points possible for three references = 150 subtotal; 150 divided by 3 = 50.

This same process is applied to Proposers B and C.

| A        | B                |    |    | C                    | D                           | Total customer satisfaction points | RFP Score |
|----------|------------------|----|----|----------------------|-----------------------------|------------------------------------|-----------|
| Proposer | Reference Points |    |    | Subtotal (Sum Col B) | Adjusted Points (Col C ÷ 3) |                                    |           |
| A        | 50               | 50 | 50 | 150                  | 50                          | 50                                 | 15        |
| B        | 48               | 46 | 50 | 144                  | 48                          | 48                                 | 14.4      |
| C        | 50               | 50 | 47 | 147                  | 49                          | 49                                 | 14.7      |

#### 6) Cost Offer (Max. 25 points)

The following formula will be used for the award of cost points:

Cost proposal of the lowest responsible Proposer is awarded the maximum cost points. Other proposals are awarded cost points based on the following calculation:

Proposer's cost points = 
$$\frac{\text{lowest cost proposal}}{\text{Proposer's cost proposal}} \times \text{maximum cost points}$$

Example: Lowest cost proposal = \$ 75,000  
Proposer's cost proposal = \$100,000  
Maximum cost points = 25 points

Proposer's cost points = 
$$\frac{\$75,000}{\$100,000} \times 25 = 18.75 \text{ points}$$

#### N. Award and Protest

- 1) Notice of the proposed contract award(s) shall be emailed to all proposers and posted on the County's webpage, for five working days prior to awarding the agreement.
- 2) Any proposer who wishes to appeal this decision must follow the following process.
- 3) For an appeal to be considered, the appeal must be made in writing, signed by the Proposer's authorized representative, and submitted via e-mail to Vanguard.RFP@ventura.org with the subject line "Ventura County Owner Occupied Mitigation Program Request for Proposal" appeal.

- 4) Appeals of award must be received by the Assistant County Executive Officer, no later than 5:00 P.M. Pacific Standard Time within five (5) calendar days after the proposers are notified in writing about the evaluation results.
- 5) All appeals must include the following information:
  - a. The name, address, and telephone number of the party appealing the decision.
  - b. The signature of the authorized representative of the appealing party.
  - c. The title of the RFP that is being appealed.
  - d. A detailed statement of the legal and/or factual grounds for the protest.
  - e. The form of relief requested.
- 6) Proposers cannot appeal numerical score determinations.
- 7) All appeals will be referred to the Deputy Executive Officer or his/her designee, who will make a final determination on the issue and render a decision. This decision will be final. The Deputy Executive Officer reserves the right to refuse to hear appeals that do not follow the required procedures.

#### **O. Disposition of Proposals**

Upon proposal opening, all documents submitted in response to the Owner-Occupied Mitigation RFP will become the property of the County and the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the County.

#### **P. Contract Execution and Performance**

Performance shall start no later than the express date set by the County and the awarded Contractor(s), after all approvals have been obtained and the Contract is fully executed. Should the awarded Contractor(s) fail to commence work at the agreed upon time, the County, upon five (5) days written notice to the awarded Contractor(s), reserves the right to terminate the Contract. In addition, the awarded Contractor(s) shall be liable to the County for the difference between awarded Contractor(s) proposal price and the actual cost of performing work by another vendor. All performance under the Contract, final report with all reviews and approvals, shall be completed on or before the termination date of the Contract.

### **6. FEDERAL PREFERENCE AND INCENTIVE PROGRAMS**

#### **A. Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) Outreach and Incentives**

As outlined in 2 CFR 200.321, non-federal entities must take all necessary affirmative steps to assure that minority businesses, women's businesses, and labor surplus firms are used when possible. To meet this requirement, proposers who are a WBE or MBE are encouraged to respond or be a part of a team which responds to the solicitation.

To receive the preference points the Proposer must provide a copy of their certification as part of the response.

How the Preference Works:

- a) Certified WBE/MBE Proposers will receive a five percent (5%) preference. The 5% is calculated based off the total points available.
- b) The selected Proposer will be required to undertake efforts to contract with MBE/WBE when procuring contracts for work under the scope of this RFP.

**B. Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance (Section 3)**

The work to be performed under the Owner-Occupied Mitigation RFP may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. Proposer agrees to comply with HUD's regulations in 24 CFR part 75, which implement Section 3 and the County of Ventura's Section 3 Policy, which may be viewed on the County's website: [Microsoft Word - County of Ventura Section 3 Plan 2025](#). Prior to executing the contract for services from the Owner-Occupied Mitigation RFP, the proposer(s) must certify that they are under no contractual or other impediment that would prevent them from complying with part 75 regulations.

## ATTACHMENT 1

### **PROPOSAL CHECKLIST**

A responsive/responsible Proposal or Proposal package will consist of submitting all required documentation under Section 5 of the Owner-Occupied Mitigation RFP, in accordance with the RFP Scope of Work for scoring purposes. In addition, completed and executed forms in this Proposal Checklist must be included in the Proposal. To complete this Checklist, place a check mark or "X" next to each item included in your Proposal submission to the County. For your Proposal to be responsive, all required forms and information must be included.

#### **Part One: Required Forms and Documentation (Administrative Review, Non-Scoring):**

- \_\_\_\_\_ Completed Proposal Checklist (Use Attachment 1)
- \_\_\_\_\_ Cover Letter of Interest
- \_\_\_\_\_ Executed Proposal/Proposer Certification Form (Use Attachment 2)
- \_\_\_\_\_ Executed Proposer's Certification Clauses (CCC 04/2017) Form (Use Attachment 7)
- \_\_\_\_\_ Executed California Civil Rights Laws Certification (*Proposals over \$100,000 only*) Form (Use Attachment 8)
- \_\_\_\_\_ Verification of Authorized Signatory of Organization for Agreement Execution (Resolution, etc.)
- \_\_\_\_\_ Verification of Federal Debarment Status for Prime and all Subcontractors: <https://www.sam.gov/portal/SAM> . If Proposer is not currently registered, a written commitment to register in SAM.gov is required.
- \_\_\_\_\_ Verification of Business License/California Secretary of State Certificate
- \_\_\_\_\_ Financial Reports from the last three-years

#### **Part Two: Required Forms and Documentation for Scoring:**

- \_\_\_\_\_ Past Performance and Record of Success (Including valid and current licenses and Certificates)
- \_\_\_\_\_ Qualified Staff Resumes, Duty Statements and Availability
- \_\_\_\_\_ Work Plan and Work Schedule
- \_\_\_\_\_ Customer Satisfaction Rating Forms (three) (Use Sample in Attachment 4)
- \_\_\_\_\_ WBE/MBE Eligibility Documentation
- \_\_\_\_\_ Cost Proposal Form (Use Attachment 3)

## ATTACHMENT 2

### **PROPOSAL/PROPOSER CERTIFICATION SHEET - FEDERAL PROCUREMENT**

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package. The Proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

Proposer certifies that the information below is true and grants permission to the County, State or Agencies to contact the named person or otherwise verify the information provided.

By its submission of this Proposal and authorized signature below, Proposer certifies that:

- A. The information contained in its response to the Owner-Occupied Mitigation RFP is accurate,
- B. Proposer complies with each of the mandatory requirements listed in the RFP, including licensing requirements, and will meet or exceed the functional and technical requirements specified therein,
- C. Proposer accepts the procedures, evaluation criteria, mandatory Agreement terms and conditions, and all other administrative requirements set forth in the Owner-Occupied Mitigation RFP,
- D. Proposer's quote is valid for at least 180 calendar days from the date of Proposal's signature below,
- E. Proposer understands that if selected as the successful Proposer, Proposer will have 30 business days from the date of delivery of final Agreement in which to complete Agreement negotiations, if any, and execute the final Agreement document,
- F. Proposer certifies, by signing and submitting a Proposal for \$25,000 or more, that their company, any Subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR Part 200. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.), and
- G. There is no litigation or any suspension or debarment proceedings that could affect the services to be supplied in any contract resulting from the Owner-Occupied Mitigation RFP, OR a list of such litigation/ proceedings is attached to this Certification.

ATTACHMENT 2 CONT.

**An Unsigned Proposal/Proposer Certification Sheet**

|                                                                                                                                                                      |                                         |                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------------------|
| 1. Company Name                                                                                                                                                      | 2. Telephone Number<br>(   )            | 2a. Fax Number<br>(   )                 |
| 3. Address                                                                                                                                                           |                                         |                                         |
| Indicate your organization type:                                                                                                                                     |                                         |                                         |
| 4. <input type="checkbox"/> Sole Proprietorship                                                                                                                      | 5. <input type="checkbox"/> Partnership | 6. <input type="checkbox"/> Corporation |
| Indicate the applicable employee and/or corporation number:                                                                                                          |                                         |                                         |
| 7. Federal Employee ID No. (FEIN)                                                                                                                                    | 8. California Corporation No.           |                                         |
| 9. Unique Entity Identifier #                                                                                                                                        |                                         |                                         |
| 10. Indicate applicable license and/or certification information:                                                                                                    |                                         |                                         |
|                                                                                                                                                                      |                                         |                                         |
| 11. Proposer's Name (Print)                                                                                                                                          | 12. Title                               |                                         |
| 13. <b>Signature</b>                                                                                                                                                 | 14. Date                                |                                         |
| 15. Is your Organization a Woman Owned Business (WBE) or a Minority Owned Business (MBE)?                                                                            |                                         |                                         |
| a. Women Owned Business Yes <input type="checkbox"/> No <input type="checkbox"/> b. Minority Owned Business Yes <input type="checkbox"/> No <input type="checkbox"/> |                                         |                                         |
| <b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked "Yes".                                                  |                                         |                                         |
| 16. Is your Organization a certified Section 3 Business?                                                                                                             |                                         |                                         |
| Yes <input type="checkbox"/> No <input type="checkbox"/>                                                                                                             |                                         |                                         |
| <b>NOTE:</b> A copy of your Certification is required to be included if item is checked "Yes".                                                                       |                                         |                                         |

ATTACHMENT 2 CONT.

**Completion Instructions for Proposal/Proposer Certification Sheet -  
Federal Procurement**

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

| <b>Item Numbers</b>     | <b>Instructions</b>                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1, 2, 2a, 3</b>      | Must be completed. These items are self-explanatory.                                                                                                                                                                                                                                                                                                                                                                        |
| <b>4</b>                | Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.                                                                                                                                                      |
| <b>5</b>                | Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit. |
| <b>6</b>                | Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.                                                                   |
| <b>7</b>                | Enter your federal employee tax identification number.                                                                                                                                                                                                                                                                                                                                                                      |
| <b>8</b>                | Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.                                                                                                                                                                                                           |
| <b>9</b>                | Enter your Unique Entity Identifier, as assigned by SAM.gov                                                                                                                                                                                                                                                                                                                                                                 |
| <b>10</b>               | Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.                                                                                                                                                                                                                                                      |
| <b>11,12<br/>13, 14</b> | Must be completed. These items are self-explanatory.                                                                                                                                                                                                                                                                                                                                                                        |

ATTACHMENT 3

**COST PROPOSAL FORM**

MAY BE EDITED OR REPLACED WITH PROPOSER'S COST TEMPLATE. ALL COST CATEGORIES LISTED BELOW MUST BE INCLUDED IN ALL COST PROPOSALS - SUBCONTRACTORS, UNIT COST, INDIRECT COSTS, OTHER DIRECT COSTS, TOTAL COST.

**INCLUDE ALL DESCRIPTION OF SERVICES AND PER UNIT COSTS TO COVER ALL ANTICIPATED COSTS OF IMPLEMENTING THE SCOPE OF WORK FOR EACH CATEGORY, INCLUDE FIRE AND FLOOD MITIGATION IN ACCORDANCE WITH THE LEVELS OF IMPORTANCE LIST UNDER CATEGORY 2.**

**A SEPARATE COST PROPOSAL SHOULD BE SUBMITTED FOR EACH CATEGORY FOR WHICH A PROPOSER IS REQUESTING CONSIDERATION.**

**Definitions of Per Unit Costs, see Definitions.**

**COST PROPOSAL Months 1-34**

| Description of Services             | Unit Cost |  |
|-------------------------------------|-----------|--|
|                                     |           |  |
|                                     |           |  |
|                                     |           |  |
| Initial Home Inspection Report      |           |  |
| Developing Estimated Cost of Repair |           |  |
| Developing Scope of Work            |           |  |
| Permitting (Reimbursed at Cost)     |           |  |
| Environmental Tier II Report        |           |  |

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |

\*This is an all-inclusive Proposal, inclusive of travel costs.

ATTACHMENT 3A

**CATEGORY INFORMATION AND DEFINITIONS**

**1. PROJECT UNIT COSTS**

**DEFINITION OR EXPLANATION OF UNIT COSTS**

ATTACHMENT 4

**Customer Satisfaction Rating Form (Use this form for reference submittal)**

---

COMPANY NAME (PROPOSER):

Note to Customer Reference: The Company above is providing you this customer reference form to verify your overall satisfaction of their performance. The Company (Proposer) will earn points on their Proposal based on your evaluation of their performance. Performance will include scheduling, execution, and quality of personnel, coordination, communication, and the end result.

Customer Reference Company Name:\_\_\_\_\_

Customer Reference Contact Person and Title:\_\_\_\_\_

Customer Reference Contact Address:\_\_\_\_\_

Telephone Number:\_\_\_\_\_ Fax:\_\_\_\_\_ E-mail:\_\_\_\_\_

Dates of Project: Start:\_\_\_\_\_ End:\_\_\_\_\_ Total Amount of Project:\_\_\_\_\_

Provide a brief description of the services performed by the Company:

---

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**Customer Satisfaction Rating:**

On a scale from one to ten with ten being the highest rating, rate the Company's overall performance on the services provided.

How well did Company manage the project, complete expected tasks, and produce deliverables?

1\_\_2\_\_3\_\_4\_\_5\_\_6\_\_7\_\_8\_\_9\_\_10\_\_

How well did the Company manage within the original contract timeframes?

1\_\_2\_\_3\_\_4\_\_5\_\_6\_\_7\_\_8\_\_9\_\_10\_\_

How well did the Company manage within the original contract budget?

1\_\_2\_\_3\_\_4\_\_5\_\_6\_\_7\_\_8\_\_9\_\_10\_\_

How successful were the Company's efforts to the overall operational outcome of this project?

1\_\_2\_\_3\_\_4\_\_5\_\_6\_\_7\_\_8\_\_9\_\_10\_\_

Would you hire this company again? YES (10 points) \_\_\_\_ NO (zero points) \_\_\_\_

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein, and, to the best of my knowledge and belief, all information is accurate.

\_\_\_\_\_  
Signature, Customer Reference Contact Person

ATTACHMENT 7

**CONTRACTOR'S CERTIFICATION CLAUSES (CCC 04/2017)**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

|                                                 |                                  |                          |
|-------------------------------------------------|----------------------------------|--------------------------|
| <i>Contractor/Bidder Firm Name (Printed)</i>    |                                  | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i>                |                                  |                          |
| <i>Printed Name and Title of Person Signing</i> |                                  |                          |
| <i>Date Executed</i>                            | <i>Executed in the County of</i> |                          |

**1. CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation, and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law provides the designated individual authority to enter into an agreement, and specifically authorizing execution of this Agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 8

**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

|                                                                                                                                                 |                                            |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------|
| I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. |                                            | <i>Federal ID Number</i> |
| <i>Proposer/Bidder Firm Name (Printed)</i>                                                                                                      |                                            |                          |
| <i>By (Authorized Signature)</i>                                                                                                                |                                            |                          |
| <i>Printed Name and Title of Person Signing</i>                                                                                                 |                                            |                          |
| <i>Date Executed</i>                                                                                                                            | <i>Executed in the County and State of</i> |                          |

ATTACHMENT 9 – Sample County Contract

COUNTY OF VENTURA CONTRACT NUMBER # \_\_\_\_\_

C O N T R A C T

This Contract is entered into this X day of X, 2026, by, and between, the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and XXX., hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance #4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material; *(if this is a board-approved contract that exceeds \$200,000, then remove this paragraph.)*

WHEREAS, on [DATE], County issued Request for Proposal ("RFP") No. [ ] for [type of services] and Contractor submitted a proposal on [DATE] [and a best and final offer on DATE]; and

WHEREAS, Contractor represents it is specially trained, experienced, expert and competent to perform the special services hereinafter described, and it is necessary and desirable that County engage Contractor to do so;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

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

Contractor shall perform the services and tasks described in Exhibit A hereto and all services and tasks reasonably necessary for the completion of the same (the "Work"). Contractor shall furnish, at Contractor's own cost and expense, all personnel, services, tools, vehicles, and equipment or any other materials, necessary to perform the Work. Contractor shall perform, and ensure all subcontractors perform, the Work in a safe, professional, skillful, and workmanlike manner. All Work and any portion thereof separately identified shall be completed within the time provided in Exhibit A.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications of this Contract, County will make payment to Contractor in the manner specified in Exhibit B.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, officer, employee, subcontractor, or otherwise, will

have any claim under this Contract or otherwise against County for any salary, sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, federal, state or local taxes, or other compensation, benefits or taxes of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, County will have no control over the means or methods by which Contractor will perform services under this Contract.

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

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

Contractor agrees to defend, through attorneys approved by County, indemnify and hold harmless Indemnitee (as defined elsewhere herein) from and against all Third-Party Claims (defined elsewhere herein) made against indemnitee based upon any contention by any third party that an employer-employee relationship exists by reason of this contract. Contractor further agrees to hold Indemnitee harmless from and to compensate Indemnitee for any Third-Party Claims against Indemnitee for payment of state or federal income or other tax obligations relating to Contractor's compensation under the terms of this contract. Contractor will not settle or otherwise compromise a Third-Party Claim covered by this paragraph without County's advance written approval. This subsection does not apply to any penalty imposed by any governmental agency that is not caused by or the fault of Contractor.

4. **NON-ASSIGNABILITY**

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

5. **TERM**

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

This Contract may, upon mutual agreement, be extended for up to two (2) additional one (1) year periods. **Delete if not applicable.**

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

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

**6. TERMINATION**

The County Purchasing Agent may terminate this Contract at any time for any reason by providing 10 days' written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, County will be entitled to immediate possession of, and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

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

**This section may need to be adjusted to meet contract needs.**

**7. DEFAULT**

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

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 6 above.

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

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County, including all of its boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnitee"), against any and all claims, lawsuits, judgments, debts, demands and liability (including attorney fees and costs) (collectively, "Third Party Claims"), whether against Contractor, County or others, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of

operations conducted or subsidized in whole or in part by Contractor, save and except Third Party Claims litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of Indemnatee. Contractor shall not settle or otherwise compromise a Third Party Claim covered by this section without County's prior written approval. Contractor agrees to waive all rights of subrogation against Indemnatee for losses arising directly or indirectly from the activities and/or work covered by this Contract.

9. **INSURANCE PROVISIONS**

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

- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
- 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
- 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.

**Does not apply to all contractors.**

- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County, Its Boards, Agencies, Departments, any applicable Special Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this Contract.

- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2. Additional Insured endorsement for General Liability Insurance.
  - 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

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

10. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

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

11. **SUBSTITUTION**

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

12. **INVESTIGATION AND RESEARCH**

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

13. **CONTRACT MONITORING**

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

14. **ADDENDA**

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

15. **CONFLICT OF INTEREST**

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

16. **CONFIDENTIALITY**

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

17. **NOTICES**

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

TO COUNTY: County of Ventura  
General Services Agency  
Procurement Services  
800 South Victoria Avenue, L#1080  
Ventura, CA 93009

**TO CONTRACTOR:**

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day

following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this Contract. No modification, waiver, amendment or discharge of this Contract shall be valid unless the same is in writing and signed by duly authorized representatives of both parties.

19. **GOVERNING LAW**

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

20. **SEVERABILITY OF CONTRACT**

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

21. **CUMULATIVE REMEDIES**

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

22. **COMPLIANCE WITH LAWS**

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

23. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

24. **LIVING WAGE ORDINANCE (REMOVE ENTIRE SECTION IF NOT APPLICABLE)**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Nos. 4464, 4233 and 4236, and as amended from time to time.

Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of health benefits as defined in the LWO.

Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such Subcontractor to the County within 90 days of the execution of the Subcontract. Contractor's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contain in Section 4957 concerning compliance with the LWO.

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

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

**26. NON-EXCLUSIVITY**

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

**27. MISCELLANEOUS**

- a. Third Party Beneficiaries. Except for indemnitees under sections 3 and 8 above, this contract does not, and the parties to this contract do not intend to, confer a third-party beneficiary right of action on any third party whatsoever, and nothing set forth in this contract will be construed so as to confer on any third party a right of action under this contract or in any manner whatsoever.
- b. Further Actions. The parties hereto agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms and conditions of this contract.
- c. Legal Representation. Each party warrants and represents that in executing this contract, the party has relied upon legal advice from attorneys of the party's choice (or had a reasonable opportunity to do so); that the party has read the terms of this contract and had their consequences (including risks, complications and costs) completely explained to the party by the party's attorneys (or had a reasonable opportunity to do so); and that the party fully understands the terms of this contract. Each party further acknowledges and represents that the party has executed this contract freely and voluntarily without the undue influence of any person, and the

party has not relied on any inducements, promises or representations made by any person not expressly set forth in this contract.

- d. No Waiver. Failure by a party to insist upon strict performance of each and every term, condition and covenant of this contract shall not be deemed a waiver or relinquishment of the party's rights to enforce any term, condition or covenant.
- e. Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties intend, and it shall be so deemed, that the remaining provisions of this contract shall continue in full force without being impaired or invalidated in any way. If such provision is held to be invalid, void or unenforceable due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- f. Interpretation of Contract. For purposes of interpretation, this contract shall be deemed to have been drafted by both parties, and no ambiguity shall be resolved against any party by virtue of the party's participation in the drafting of the contract. Accordingly, Civil Code section 1654 shall not apply to the interpretation of this contract. Where appropriate in the context of this contract, the use of the singular shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or neuter.
- g. Counterparts. This contract may be transmitted and signed by electronic or digital means by either or both parties and such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7. This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same contract.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

**COUNTY OF VENTURA**

**CONTRACTOR\***

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
Secretary of State Entity Number

**CONTRACTOR\***

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

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

## **EXHIBIT A**

### **GENERAL TERMS AND CONDITIONS**

The State of California General Terms and Conditions (GTC - 04/2017) are incorporated by reference into this agreement, and may be found at:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

## **EXHIBIT B**

### **CDBG-DR TERMS AND CONDITIONS**

#### **1. Required Insurance Certificates**

- A. Prior to executing this Agreement and commencing any work under this Agreement, the Proposer Contractor shall provide the County with current insurance coverage certificates evidencing the following types of insurance as required by federal and California regulations and outlined in:
- Commercial General Liability (Section 20A)
  - Worker's compensation insurance (Section 20A4)
- B. Insurance shall be in force during the entire term of this Agreement, the cost of which shall be the Contractor's sole responsibility and shall be in such amounts as the County or HCD deems necessary.

#### **2. Required Dun and Bradstreet DUNS Number**

Prior to executing the Agreement, Contractor shall provide County with the current DUNS number for their company and any subcontractors. HUD requires all grantees, state recipients, Countys and contractors to provide DUNS numbers for their agency.

#### **3. Debarment and Suspension**

Per Executive Orders 12549 and 12689 and 2 CFR 180.220, a contract award must not be made to parties listed on the government wide exclusion System for Award Management (SAM). Prior to award of any contracts or subcontracts under this Agreement, contractors and subcontractors will have their debarred status checked on the government wide exclusions in the SAM.

#### **4. Required Federal Language from 2 CFR Part 200 Appendix II**

HCD is required to have this language in all CDBG agreements. HCD is also requiring all other state agencies, state recipients and subrecipients who are using CDBG funding to have this language in their agreements.

- A. Remedies: Contracts for more than the simplified acquisition threshold (currently \$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanction and penalties as appropriate.
- B. Termination for Cause and Convenience
- C. Non-Discrimination Language from 41 CFR Part 60-1.4(b):  
Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- D. Clean Air Act and the Federal Water Pollution Control Act:  
This Agreement is subject to the requirements of the Clean Air Act (42 USC §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended. Any contracts or subgrants made under this agreement, in excess of \$150,000 must contain this provision. Contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Any violations of this act will be reported to the Department of Housing and Urban Development and the Regional Office of the Environmental Protection Agency (EPA).
- E. Byrd Anti-Lobbying Amendment  
  
Per the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) -- All contractors that apply or bid for an award exceeding \$100,000 must file the required certification. The Contractor must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other contract award covered by the above referenced Amendment. The Contractor must also disclose any lobbying with non-Federal fund that take place in connection with obtaining any Federal award.
- F. Procurement of Recovered Materials  
  
A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

G. Rights to Inventions Made Under a Contract or Agreement

If a Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, “and any implementing regulation issued by the awarding agency.

5. **Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or Other Public Officials**

Pursuant to 24 CFR 570.489(g) and (h), 2 CFR Part 570, and 24 CFR 85.36(b)(3), no member, officer, or employee of the Jurisdiction, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Jurisdiction shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section. It is further required that this stipulation be included in all subcontracts to this Agreement.

6. **Conflict of Interest of Certain Federal Officials**

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. The Jurisdiction shall report all perceived or actual conflicts of interest cases to the State for review before financial benefits are given.

7. **Compliance with State and Federal Laws and Regulations**

The Contractor is responsible for compliance with all applicable Federal or State laws, Executive Orders, and regulations of the CDBG-DR program.

- A. The Contractor agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the contractor, its subcontractors, and any other State provisions as set forth in this Agreement.
- B. The Contractor agrees to comply with all federal laws and regulations applicable to the CDBG Program, CDBG-DR appropriation and to the activity(ies), and with any other federal provisions as set forth in this Agreement.

8. **Access to Records and Record Retention**

Access by HCD or other state agency or sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

All records must be retained by the Contractor for no less than three years after receiving final payment from HCD and all other pending matters are closed.

**9. Energy Policy and Conservation Act**

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**10. Administrative and National Policy Requirements**

Certain Administrative and National Policy Requirements apply to all HUD programs, including federal register notices on HUD's website. Any party involved in the CDBG-DR project, whether directly or indirectly, must agree to provide any information HCD requires in order to meet the aforementioned administrative and national policy requirements.

**11. Use of Funds**

The Appropriations Act made funds available for necessary expenses related to disaster relief and long-term recovery, recovery of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. § 5121, et seq.) (Stafford Act), due to eligible disaster events in 2017. The Appropriations Act requires funds to be used only for specific disaster-related activities and administration of those activities.

**12. Applicable Statutory and Regulatory Requirements**

- A. All recipients of CDBG-DR grants are subject to: (1) the requirements of the Appropriations Act; (2) Public Law 115-123 and (3) applicable regulations governing the CDBG program at 24 CFR part 570, unless modified by waivers and alternative requirements published by HUD in other applicable Federal Register Notices.
- B. Federal Register 84 FR 40314, contains the requirements applicable to Community Development Block Grant (CDBG) funds made available by Public Law 115-123, approved February 9, 2018).

C. Note that the Office of Management and Budget (OMB) recently published Guidance for Uniform Administrative Requirements 2 CFR Part 200. These Cost Principles and Audit Requirements for Federal Awards will update 24 CFR parts 84 and 85 and supersede the Circulars listed in the Technical Correction to the FY 2014 General Section. HUD has published conforming changes to its CDBG program regulations on December 7, 2015 (80 FR 75931), that updated CDBG program regulations to reflect references to appropriate sections of 2 CFR part 200. The effective date of HUD's conforming rule is January 6, 2016 and this Agreement is subject to all these updated publications and rules.