REQUEST FOR PROPOSALS



Safety Element Update - Multi-Agency Collaboration

The County of San Mateo is seeking proposals from qualified consultants to perform professional services to collaborate on a multi-jurisdictional Safety Element update with San Mateo County and numerous cities (Atherton, Belmont, Brisbane, East Palo Alto, Half Moon Bay, Pacifica and San Bruno).

Solicitation Number	PLN22-0906	
Number of contracts expected to be awarded	1	
Estimated Value or Range per contract	\$550,000 - \$850,000	
Funding Sources	□Federal □State ⊠County ⊠Other	
Expected Contract Duration	18-24 months	
Authorized Contact Person	Katie Faulkner	
Authorized Contact Person E-mail	kfaulkner@smcgov.org	
E-mail Address for Protests	protests@smcgov.org	
RFP Released	Tuesday September 6, 2022	
Pre-proposal meeting date and time	Wednesday September 14, 2022, 1:00 PM PST	
Pre-proposal meeting location	Zoom Meeting Link: https://smcgov.zoom.us/i/96996664173?pwd=R2wwZHRXQWI5NnJsdHhGMkFUSkFtQT09	
Deadline for Questions, Comments and Exceptions	Thursday September 21, 2022, 1:00 PM PST	
Proposal Due Date and Time	Wednesday October 26, 2022, 1:00 PM PST	
Interviews	Tentatively Monday November 14 & Tuesday November 15, 2022	
Submission to County Board for approval	January, 2023	
Anticipated Contract Award Date	January, 2023	

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SECTION I - SCOPE OF WORK AND SPECIAL PROVISIONS

1.1 SUMMARY

This project will update the Safety Elements of the County of San Mateo and five participating San Mateo County cities (Atherton, Belmont, East Palo Alto, Half Moon Bay, and San Bruno) to comply with recent updates to the general plan requirements in Government Code 65302. [The cities of Brisbane and Pacifica are also participating in a few technical tasks, like the vulnerability analysis, but are not requesting a complete Safety Element update.]

A Safety Element is a required topic of a county or city's general plan, and recent changes to State Law require local jurisdictions to make updates to their safety elements. California Senate Bill 379 requires cities and counties to include climate adaptation and resiliency information, policies, and implementation strategies in their Safety Elements. Additionally, Assembly Bill 162 (2007) requires updates to flood hazard information and policies, Senate Bill 1241 (2012) requires updates to fire hazard information and policies, and Senate Bill 99 (2019) requires identification of areas that do not have at least two emergency evacuation routes. [The additional evacuation analysis requirements of AB 747 will not be included within the scope of this project.] The purpose of this project is to address these Safety Element legal requirements and to share analysis and resources for greater efficiency for the jurisdictions participating in this collaborative effort.

1.2 BACKGROUND

A. <u>Overview</u>

The cities, towns and County in San Mateo have a strong history of collaboration and resource sharing. Collaborative special studies and cross-jurisdictional support regularly occur in the realm of housing and planning. Most recently, all agencies in the county collaborated on a <u>Multijurisdictional Local Hazard Mitigation Plan</u> (MJLHMP) which was completed in December 2021.

In late 2021, a number of agencies expressed interest in collaborating on an update of their respective Safety Elements. This RFP implements that vision with San Mateo County and numerous cities (Atherton, Belmont, Brisbane, East Palo Alto, Half Moon Bay, Pacifica and San Bruno) in a multi-jurisdictional Safety Element update. (As noted above, Brisbane and Pacifica are only involved in a few tasks while the other cities are involved in all tasks.) [Appendix A contains a profile of each participating community, links to current Safety Elements, the Multijurisdictional Local Hazard Mitigation Plan and other hazard/climate related studies.]

San Mato County is releasing the RFP on behalf of all of the agencies and will be serving as the fiscal agent for the Safety Element Collaborative (the name of this multi-jurisdictional effort). Specifically, the County's Planning and Building Department is coordinating the RFP process. The project management of the Safety Element process and the RFP process is being led by Baird + Driskell Community Planning through the cooperative 21 Elements initiative.

Additional partners in the Safety Element collaborative project include the San Mateo County Office of Sustainability and San Mateo County Department of Emergency Management. A key stakeholder for this collaborative is OneShoreline, the San Mateo County Flood & Sea Level Rise Resiliency District. OneShoreline will be a valuable resource for collaboration/clarification/input on several aspects of this project.

All participating jurisdictions will be involved in the RFP selection process. Based on the decision of the participating jurisdictions, the County will contract with the selected consultant based on a final negotiated scope of work and the County will execute individual agreements with each participating city. To streamline the administrative process for the selected consultant, invoices will be submitted to San Mateo County who will review and pay the invoices based on the completed work for the project as a whole.

B. Project Manager (21 Elements)

This multi-jurisdictional project will be managed through 21 Elements, a collaboration of the 21 San Mateo County jurisdictions. 21 Elements is a multi-year, multi-phase collaboration of all twenty-one San Mateo County jurisdictions, along with partner agencies and stakeholder organizations. For 14 years, 21 Elements has been facilitating housing policies and program for improved knowledge, efficiency and effectiveness by supporting jurisdictions in the development, adoption, and implementation of local housing policies and programs. It is a forum for sharing

resources, successful strategies and best practices. 21 Elements was originally created to assist San Mateo County jurisdictions (20 cities and the county) with required Housing Element updates and is now expanding to assist with other General Plan element updates.

The 21 Elements collaborative is managed by Baird + Driskell Community Planning. 21 Elements has strong relationships with the Planning leadership in Planning Departments in each participating agency. Baird + Driskell Community Planning is managing this multi-agency Safety Element effort among the participating jurisdictions through the RFP process and will have a staff person dedicated to the overall management and coordination of this collaborative project. Baird + Driskell Community Planning will provide project management, communication support between the parties and the selected consultant, and ensure clarity of direction to the selected consultant during the study itself.

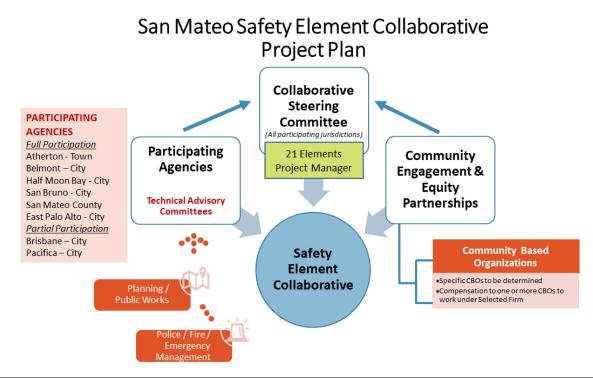
C. <u>Terms & Titles</u>

For communication purposes, the following language will be used to refer to agencies participating:

- "Safety Element Collaborative" or "Collaborative" Name of the project overall.
- "Participating Agencies or Participating Jurisdictions" or "Collaborative Steering Committee" or "Steering Committee" County of San Mateo (Department of Planning and Building in partnership with Office of Sustainability), and the Cities of Atherton, Belmont, Brisbane, East Palo Alto, Half Moon Bay, Pacifica and San Bruno.
- "San Mateo County" Refers to the County as an organization and entity alone.
- "Participating Cities" Refers to the participating cities alone.
- "City of (name of city)" Will be the terminology to refer to an individual agency.

D. Roles & Responsibilities

The participating jurisdictions are all considered equal participants in this collaborative effort. It is expected that each participating agency will have their own Safety Element produced at the end of the project. It is also assumed that the Vulnerability Assessment analysis will be shared by all participants with individual profiles developed for each jurisdiction's Safety Element. The consultant's primary role will be providing the engagement materials, analysis, research, findings, and policies to develop into a Safety Element for each Participating Agency. Below is a chart illustrating the various organizations and entities involved in this Collaborative Safety Element.



Below is description of the key groups and their role in the multi-jurisdiction Safety Element.

<u>RFP Processing Lead & Fiscal Agent</u> – San Mateo County Planning and Building Department will be the lead on processing the RFP. All Participating Agencies will be included in the interview and selection process. As Fiscal Agent, San Mateo County will hold the contract with the selected consultant and make payments using deposits from all participating agencies.

<u>Participating Agencies</u> – Each Participating Agency will enter into a Collaboration Agreement with San Mateo County to participate in the Safety Element Collaborative which will outline the services to be performed by the selected consultant and their portion of the costs of those services. The process of securing Collaboration Agreements and funding will be managed by 21 Elements and the County.

<u>Baird + Driskell Community Planning (B+D) Project Manager</u> – Baird + Driskell Community Planning (B+D), lead for 21 Elements, will serve as the project manager for the RFP process and the project overall. (21 Elements and Baird + Driskell are used interchangeably in this document.) The B+D Project Manager will manage the project, organize and coordinate meetings, coordinate issues with the agencies, and provide clear unified direction to the consultant. The selected consulting firm will be required to coordinate with the B+D Project Manager closely and will take direction from the B+D Project Manager. Specifically, the B+D Project Manager will serve the following roles:

- Organize meetings of the Collaborative (including Collaborative Steering Committee) and monitor and manage the overall project timeline and commitments in the scope of work on behalf of 21 Elements.
- Organize and facilitate the involved public agencies to help coordinate and ensure the voices of the individual agencies and the Collaborative as a whole are heard and responded to by the Consultant. Where there are differences of opinion or direction, the B+D Project Manager will clarify issues, interests and facilitate agreements and/or final direction to the selected Consultant. If a final decision is needed on an issue and there is disagreement among partners, the Collaborative Steering Committee may empower the B+D Project Manager to make the final decision, call for a vote of the Collaborative Steering Committee or determine a different process/direction.
- Organize regular communication updates to the participating agencies and the Consultant.
- Review invoices and recommend approval to the County serving as Fiscal Agent.

<u>Collaborative Steering Committee</u> – All participating jurisdictions will have a staff member representing their agency on the Collaborative Steering Committee. This committee will oversee the progress of the project and will provide input on the project direction/issues. All members agree to work towards consensus and support of the project as a whole and each other. After input from all members, the B+D Project Manager will facilitate consensus or develop a different mechanism to determine the direction on project components or issues. The B+D Project Manager will communicate these decisions and final actions to the consultant and the Collaborative overall.

Jurisdiction Specific Technical Advisory Committees – Since Safety Elements cross responsibilities of various departments (police, fire, public works, planning and emergency management), each Participating Agency may choose to create their own jurisdiction's Technical Advisory Committee to provide topic specific feedback and guidance on the development of their jurisdiction's Safety Element. Technical Advisory Committees may consist of City or County staff from departments such as Public Works, Parks, Police/Sheriff, Fire, Emergency Management and City Manager/County Executive's Office.

- The Technical Advisory Committees will be staffed by the staff from Participating Agencies themselves.
- The consultant and the B+D Facilitator are not expected to attend individual agency Technical Advisory Committee meetings.
- The Consultant will prepare materials that can be shared with the various Technical Advisory Committee meeting which are expected to be very similar to the materials for the Collaborative itself and/or broader public engagement.

1.3 DETAILED SCOPE OF WORK

A. Introduction

This Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. We welcome input and recommendations from the consultants on this work if items have been missed, are duplicative, or could be organized in a different manner for better outcomes. Due to the added complexity of a multi-jurisdictional project, we have provided guidance and suggestions, however, we want the consultants to use their expertise when recommending their scope related to deliverables, process, public engagement components, and equity approach.

B. <u>Project Overview</u>

The Safety Element Collaborative has identified the following tasks for completion by the consultant.

- Task 1. Project Coordination and Communication
- Task 2. Community Engagement and Equity Approach
- Task 3. Vulnerability Assessment and Hazard Maps
- Task 4. Background Information on Hazards
- Task 5. Goals, Objectives, and Policies
- Task 6. Implementation Measures
- Task 7. Safety Elements Drafted for Jurisdictions
- Task 8. CEQA Analysis
- Task 9. Board of Forestry Review
- Task 10. Public Agency Board Review & Approval

The Collaborative recognizes that responding consulting firms have expertise and knowledge and a firm might seek to conduct the tasks in a different process or order. In addition, the Collaborative welcomes additional recommendations or scope additions/changes to this project based on the Consultant's expertise.

Six (6) of the jurisdictions will participate in the full scope of work, while two (2) of the agencies will only participate in certain tasks. The following table outlines the level of participation by jurisdiction, additional information, areas of special interest and other notes.

Agencies	Participation Level in Safety Element	Areas of Special Interest	
Atherton	Full Scope Interested in current local flood risk data; no FEMA mapping available in Atherton.		
Belmont	Full Scope Minus SB 99Full General Plan update including Safety Element completed in 2017. analysis has been completed as part of the General Plan process and v provided to the Consultant by the City. 		
Brisbane	Will be starting a full General Plan update in near future. Interested in gaining new data and mapping.Partial ScopeScope: Task 3 – Vulnerability Assessment and Hazard Maps Task 4 – Background Information on Hazards		
East Palo Alto	Full Scope	Interested in adding inland waterways and local flooding. Also, seeking a higher level of public engagement and equity outreach. May be interested in	
Half Moon Bay	Full Scope	Safety Element will need to be consistent with Coastal Policies. Concerns about combined hazard events and coastal isolation. Large senior community.	

Pacifica	Partial Task 2 Only	Will be concluding a full General Plan update in near future (June/July 2022). Interested in gaining new data and mapping. Also interested in xocial vulnerability issues with a focus on older population. <u>Scope:</u> Task 3 – Vulnerability Assessment and Hazard Maps	
San Bruno	Full Scope	No additional notes.	
San Mateo ability to review for different types of hazards/situations. C		Interested in robust equity approach and social vulnerability issues with ability to review for different types of hazards/situations. County has three departments involved in this effort (Planning & Building, Office of Sustainability, and Emergency Management).	

Several services have been called out as "Optional Add-ons" that may only be utilized by some jurisdictions (e.g., a higher level of outreach). To ensure an ability to compare the responses fairly, the Collaborative requests that the consultant responds to the core tasks and then outlines any additional components as "Optional Add-on" tasks.

C. Project Tasks

Task 1. Project Coordination and Communication

The Consultant will provide the following overall project coordination and communication.

1.1 Collaborative Steering Committee

The exact number of Collaborative Steering Committee meetings is up to the consultant. The Collaborative believes that a minimum of 8 (eight) meetings by video conference will likely be necessary. The Consultant will develop the meeting design, draft agenda, deliverables, key decisions and discussion items. The Consultant will review the draft agenda/documents with the B+D Project Manager before distribution. After the meeting, the Consultant will provide a high-level summary of key points, actions items and decisions. The B+D Project Manager will facilitate the meeting overall, while the Consultant will moderate their work products during the meeting.

1.2 Technical Advisory Committees

The Consultant will provide draft project deliverable and project updates that each agency can share with their own internal jurisdiction specific Technical Advisory Committee. The Consultant should recommend the products and touch points for the Technical Advisory Committees. The Consultant is not expected to attend these meetings.

1.3 1x1 Participating Agency Review & Support

The Consultant will reserve time for at least 3 touch points with the individual participating jurisdictions to review draft materials, input and provide advice. A majority of the review by agencies will be conducted via email, but 1x1 meetings for review should be allocated in the scope of work.

Task 2. Community Engagement and Equity Approach

For purposes of the RFP process, Task 2 describes minimum levels of outreach required / touch points. The Consultant should review these and add, augment or change the community engagement in order to recommend the approach that they believe will be best for the project.

The following assumptions and perspectives should be considered in the development of this task.

- a) The Consultant will support the engagement process and will lead the development of certain public engagement tools, as described below.
- b) Consultant should design outreach materials to be easily accessible to non-technical audiences and include the use of graphics and illustrations.
- c) The Consultant is not expected to do language translation of outreach materials, but will need to work with cities, the County, and other project partners to ensure that there is sufficient time to review and translate materials and assure they meet inclusion goals.

- d) The Consultant should have a deep understanding of how hazard events intersect with social vulnerability and inequity. Specifically, the Consultant should be skilled in meaningfully incorporating public feedback into planning documents and mapping, have an expert understanding of potential policy implications that may exacerbate existing inequities (e.g. gentrification and displacement), and be able to respectfully and deeply listen/collaborate with community-based organizations and residents that have been traditionally underrepresented in this type of planning processes. Partnering with local Community-based Organizations (CBOs) has been successful in the past and should be a component of this project. For information, it is recommended that the Consultant review the following documents from the multi-jurisdictional LHMP.
 - Recommendations for Addressing Equity in Hazard Mitigation Planning https://www.smcgov.org/media/23126
 - Summary of Community Outreach for MJLHMP <u>https://www.smcgov.org/media/23131</u>
- e) Consultant would generally be expected to attend only online outreach events, while any in-person events would be attended by agency staff or contracted CBOs.
- f) Each Participating Agency will utilize their communication channels (social media, web) to publicize the outreach initiatives.
- g) Consultant should recommend and develop community outreach materials to be shared among all participating jurisdictions and some add-on options for jurisdictions looking for a higher level of outreach.

2.1 Public Engagement Plan (PEP)

The Consultant will write a Public Engagement Plan (PEP) that leverages the tools outlined below to ensure meaningful engagement in the development of the Safety Elements. The PEP will outline specific details about the engagement objectives, activities, target audiences, methods, performance metrics and schedule. The PEP will also identify roles for the Consultant, Agency staff, CBOs, community members, and the B+D Project Manager. The PEP will include a description of how the multi-agency Collaborative Project will be branded and provide easy branding for individual agencies. The PEP should include a plan for incorporating community input and feedback throughout each stage of the process, be transparent about key decision points in the timeline, and outline a process/product for reporting back to the communities after input was or was not included.

The Public Engagement Plan (PEP) needs to include an overall outreach effort with flexibility for individual Participating Agencies to include a more robust level of engagement. The PEP will outline general community engagement and strategies for inclusive and equity-focused engagement to engage communities that are traditionally under-represented in planning processes. The PEP will be reviewed and approved by the Collaborative Steering Committee.

In responding to the RFP, please share your thoughts on what the PEP may look like and the Consultant's past experience in developing a PEP.

2.2 Equity Approach

The Consultant will design an Equity Approach to incorporate equity into public engagement and all aspects of project development and execution.

Safety Elements aim to reduce community risk to natural hazards and climate change through policy development and project implementation. The Collaborative acknowledges that communities of color, low-income communities, persons with disabilities, and other historically underrepresented groups bear a disproportionately high-risk burden in relation to natural hazards. These groups generally face higher exposure to hazards with fewer resources to withstand and recover from them.

As such, these communities must be meaningfully engaged and consulted throughout this project to ensure that their lived experiences with hazard risk and priorities for policies and implementation strategies are reflected in the updated Safety Elements.

2.3 Community Based Organizations (CBOs) Partnerships

The Consultant will work with the Collaborative to select and engage one or more San Mateo County Community Based Organizations (CBOs) to provide targeted outreach and engagement for hard-to-reach community members and to provide equity focused reviews of select project deliverables. CBO participation is to be compensated by Consultant from funds provided for this Project. The jurisdictions in San Mateo County have successfully partnered with CBOs in previous efforts to conduct targeted outreach with small group meetings, pop-up events, and other engagement efforts. The CBOs are trusted voices within their communities and with training and toolkits can provide targeted outreach to groups based on hazard issues, geography, special needs or equitable engagement. The exact engagement with these groups will be determined through the Public Engagement Plan. One option that might be considered is to have Primary CBO which would act as a lead equity engagement organizer and advisor.

2.4 Community Workshops

The purpose of the Community Workshops is to provide agency-wide and county-wide opportunities for the public to provide input and engage with the Safety Element process. There is general interest for the Community Workshops to take place online with breakout rooms for individual agency discussions, which has been effective in the past for collaborative projects.

The Collaborative envisions a minimum of 2 touchpoints during the process, with the need to have a minimum of two meeting times/locations per touchpoint. The Consultants may recommend a different program as well.

TOUCH POINTS	Community Meetings
<u>Touchpoint #1</u>	Meetings could be organized by:
Task 3 - Overview & Vulnerability Assessment Report &	Geography
Mapping	(bayside/coastal)
<u>Touchpoint #2</u>	OR
Task 5 - Goals, objectives and policies and	Time of Day
Task 6 - Implementation measures	(afternoon / evening)

For each Workshop, the Consultant will develop the meeting design and agenda, marketing materials, presentation materials and identify the appropriate digital engagement tools. The Consultant should coordinate with partner CBO(s) on workshop design and materials to ensure that the workshops are accessible to a wide range of community members. The Consultant will provide a facilitator and videoconference support. Should the workshop design require breakout rooms, breakout rooms would be led by agency staff and/or partner CBOs using templates provided by the Consultant.

Consultant will provide the following materials for the workshops:

- Agenda, facilitation, and meeting notes
- Workshop promotional flyer and text for Collaborative member announcements/e-blasts
- Provide support for other creative, community-specific outreach needs such as postcards as determined through the Public Engagement Plan process.
- Social media graphics and information for participating agencies to promote.
- PowerPoint presentation and use of break-out rooms, surveys and/or live polling exercises

• Summary notes from all Workshops including easy segmentation by each participating agency. Additional / different workshops can be recommended by the consultants.

2.5 Hard-to-Reach / Community Group Meetings

Smaller community group meetings would complement the larger Community Workshops and allow outreach to specific groups. These meetings would be planned and hosted by Agency staff, CBOs, or community councils/commissions. The meetings could address specific geographic areas, topics, stakeholders, or historically underrepresented groups. For example, there are a number of geographic areas for potential focus: North Fair Oaks, Pescadero, East Palo Alto, San Bruno, Mid-Coast/Half Moon Bay, Belmont, Atherton.

The Consultant will create a Toolkit for these Group Meetings. The Toolkit could include:

- PowerPoint presentation, discussion questions and/or live polling exercises
- Promotional flyer and text for communication and outreach

• Social media graphics and information for participating agencies, CBOs, and community councils/commissions to promote.

Agency Staff and/or CBO's will utilize the Toolkits to present Safety Element information and lead discussions.

Consultant will attend a minimum of 7 online Community Group Meetings to provide technical expertise, answer questions, and take notes on community input.

2.6 Pop-Up Events

Pop-Up Events are envisioned as means to go directly to community members at community events or gathering points. As a means of in-person, local and targeted outreach, the Collaborative is interested in using Pop-Up Events for outreach during appropriate engagement times in the project.

The Consultant will create a Toolkit and marketing materials for Pop-Up Events. The Toolkit may have different information for different touchpoints in the projects processing. The Pop-Up Toolkit may be similar to the Small Group Toolkit. The Toolkit may include:

- Engagement materials, briefing materials with facilitation guide.
- Social media graphics and information for promotion.

Agency Staff and/or CBO's will utilize the Toolkits and will be charged with staffing the Pop-up Events. The Consultant is not expected to attend Pop-Up Events.

2.7 Develop Project Website

Build an ADA-compliant project website and content (background information about the project, FAQs, timeline, document library, comment box, contact info). The project site will be developed and hosted by the Consultant. Include web page summaries on each key hazard with background information and resources (wildfire, flooding, sea level rise, earthquakes, etc.). Materials for individual agencies will also be maintained and segmented for easy review by the public. The consultant is not expected to provide translation of website and other project materials.

2.8 Community Input Report

The Consultant will prepare a report summarizing the outreach efforts, the input received, and how input was included or not included. The Report will include feedback from all public outreach, including hard-to-reach and underrepresented communities. Consultant should prepare a summary of outreach efforts and input received after each major touchpoint, cumulating in a final Community Input Report at the end of the project.

2.9 Final Safety Element Results

Recommend and develop an information program to communicate the results of the Safety Element to the community at the conclusion of the study. Below are ideas, but not recommendations, for consideration by the Consultant. The Collaborative is seeking best practice recommendations from the Consultant.

- Press Release -- <u>https://ceo.lacounty.gov/wp-content/uploads/2021/10/Final-CVA-press-release.pdf</u>
- Social Media Toolkit -- https://ceo.lacounty.gov/cso-actions/
- Project Takeaways <u>https://s3-us-west-</u>
 <u>2.amazonaws.com/mysocialpinpoint/uploads/redactor_assets/documents/058838f084d4ac49f0f1dee03f24eeb0c43181d173</u>
 <u>dd8341bdff762ab9d428c9/49161/BARB-01.0_CCVA_Handout_v07.pdf</u>

2.10 Optional Add-On – Story Map

Participating Agencies are interested in the use of a Story Map to help with public engagement during the study or as a way to communicate the end results of the Safety Element. This is an optional add-on outreach tool that will be considered based on cost, scope and impact. See LA County Vulnerability Assessment Story Map example: https://storymaps.arcgis.com/stories/3f0409b676ec47b999f4ed9be8664d45

2.11 Optional Add-On – Mapped Survey Tool

Participating Agencies are interested in the use of a mapped survey tool to ask community members about hazards they are most concerned with or hazards they have experienced. Additional questions include what are key community assets that need preservation and/or access, and any other comments/concerns regarding

their community. This is an optional add-on outreach tool that will be considered based on cost, scope and impact. See example from Santa Barbara County: https://sbco.mysocialpinpoint.com/sbc-climate-adaptation/map#/

Deliverables

- Public Engagement Plan
- Equity Approach
- Community Based Organization Partnerships
- Community Workshops
- Community Group Meetings Support and Toolkits
- Pop-up Event Toolkit
- Project Website
- Community Input Report
- Final Safety Element Results Materials
- Online Mapping Viewer
- Optional Add-on: Story Map
- Optional Add-on: Mapped Survey Tool

Task 3. Vulnerability Assessment and Hazard Maps

Task 3 is intended to meet the requirements of SB 379 (also see Government Code § 65302(g)(4)) for a vulnerability assessment that identifies the risks from climate change and to meet the requirements of AB 162 (Government Code § 65302(g)(2)), SB 1241 (Government Code § 65302(g)(3)), and SB 99 (Government Code § 65302(g)(5)) for updated information regarding flood hazards, fire hazards and emergency evacuation routes. Consultant should use the 2020 <u>California Adaptation Planning Guide</u> to guide the design of the Vulnerability Assessment.

This Vulnerability Assessment should build upon the Vulnerability Assessment completed for the recently updated <u>Multijurisdictional Local Hazard Mitigation Plan</u> by incorporating additional data and climate change information. Extensive analysis and data was developed for the MJLHMP and should be reviewed by proposers to understand the information that is already available for the Safety Element analysis. Refer to Appendix A for more information regarding current maps, databases and GIS information already completed and available for integration into this analysis. Please note that OneShoreline should be a key partner consulted in work related to sea level rise, flooding, and coastal erosion.

3.1 GIS Database for Hazards

Work with jurisdiction staff to build off existing GIS databases for climate change-exacerbated hazards and other hazards. Wherever possible, climate change-exacerbated hazard datasets should include projections of future risk. The consultant is expected to build off the Multijurisdictional Local Hazard Mitigation Plan and Sea Level Rise Vulnerability Assessments where possible. Explore using the following GIS data and layers:

Hazard	Preferred Data Source	In County Database?
Wildfire	Cal-Adapt and CalFire hazard severity zones	Yes, Yes
Dam Failure	DWR Inundation Maps	Yes
Landslides	CA DOC Landslide Inventory (Deep Landslides), Climate Ready Model (Debris Flows)	Yes, Yes
Sea Level Rise Coastal Our Coast Our Future Flooding		Yes
Sea Level Rise Coastal Our Coast Our Future Erosion		Yes
Extreme Heat	Stanford Future Bay Initiative	Yes
Extreme Cold	Cal-Adapt	No - qualitative analysis okay

Drought	Cal-Adapt	No - qualitative analysis okay	
Smoke and air quality	BAAQMD, Aclima, or CMAQ	No - qualitative analysis okay	
Seismic hazards	Fault lines, shake maps, specific sources TBD	Yes - more data may need to be downloaded	
Tsunami, Seiche	CGS Tsunami Hazard Zone	Yes - tsunami, no – seiche can be qualitatively described	
Liquefaction	USGS	Yes	
Fluvial/Pluvial Flooding	FEMA Flood Maps for AB 162, Fathom or other future climate scenario projection for fluvial/pluvial flood extents	Yes FEMA; No Fathom – County is looking into acquiring this data	

3.2 GIS Database for Asset Layers

Work with jurisdiction staff to develop and organize GIS database for asset layers including existing and planned development in identified at-risk areas, critical facilities and infrastructure, hazardous waste sites, natural infrastructure, and facilities housing or serving vulnerable populations. This work will utilize existing datasets. The County's database for assets, including sensitivities and adaptive capacities, is well developed. Much of the County's data is countywide, though it will be necessary to explore city-specific data and acquire it through coordination with cities.

3.3 Identify Sensitive Populations

Work with jurisdiction staff and community-based organizations to develop strategies for identifying community populations that are likely to experience disproportionately high impacts to the hazards examined in this assessment. At a minimum, use a state social vulnerability index such as the Healthy Places Index (HPI) to identify communities already experiencing substantial social and health challenges, to understand whether these communities are also exposed to natural hazards now or in the future. The Consultant will also be expected to include a robust discussion of how social vulnerability, inequity, and environmental racism intersect with natural hazard events to produce disasters, and how these social processes might continue to play a role in climate-related disasters in the future. Areas with sensitive populations should be ground-truthed by community-based organizations and/or residents since census-tract level indices tend to obscure pockets of under resourced communities in San Mateo County. An additional strategy may be to use block-group median income data as a proxy for social vulnerability.

For additional guidance, refer to the 2020 California Adaptation Planning Guide (APG 2.0) and the 2018 Integrated Climate Adaptation and Resiliency Program (ICARP) guide "Defining Vulnerable Communities in the Context of Climate Adaption".

3.4 Flooding Hazards and Compliance with AB 162

Work with jurisdiction staff to comply with AB 162/Government Code § 65302(g)(2)(A) and collect flooding data, including the following:

- Flood hazard zones. As used in this study, "flood hazard zone" means an area subject to flooding that is delineated as either a special hazard area or an area of moderate or minimal hazard on an official flood insurance rate map issued by the Federal Emergency Management Agency (FEMA). The identification of a flood hazard zone does not imply that areas outside the flood hazard zones or uses permitted within flood hazard zones will be free from flooding or flood damage.
- National Flood Insurance Program maps published by FEMA.
- Information about flood hazards that is available from the United States Army Corps of Engineers.
- Dam failure inundation maps prepared pursuant to Section 6161 of the Water Code that are available from the Department of Water Resources.
- Awareness Floodplain Mapping Program maps and 200-year flood plain maps that are or may be available from, or accepted by, the Department of Water Resources.

- Maps of levee protection zones.
- Areas subject to inundation in the event of the failure of project or non-project levees or floodwalls.
- Historical data on flooding, including locally prepared maps of areas that are subject to flooding, areas that are vulnerable to flooding after wildfires, and sites that have been repeatedly damaged by flooding.
- Existing and planned development in flood hazard zones, including structures, roads, utilities, and essential public facilities.
- Local, state, and federal agencies with responsibility for flood protection, including special districts and local offices of emergency services. Local special districts that should be consulted include OneShoreline and San Francisquito Creek Joint Powers Authority.

3.5 Fire Hazards and Compliance with SB 1207 and SB 99

Work with jurisdiction staff to collect information regarding fire hazards and comply with SB 1207/Government Code § 65302(g)(3)(A) and SB 99/Government Code § 65302(g)(5):

- Fire hazard severity zone maps available from the Department of Forestry and Fire Protection.
- Any historical data on wildfires available from local agencies or a reference to where the data can be found.
- Information about wildfire hazard areas that may be available from the United States Geological Survey.
- General location and distribution of existing and planned uses of land in very high fire hazard severity zones and in state responsibility areas, including structures, roads, utilities, and essential public facilities. The location and distribution of planned uses of land shall not require defensible space compliance measures required by state law or local ordinance to occur on publicly owned lands or open space designations of homeowner associations.
- Local, state, and federal agencies with responsibility for fire protection, including special districts and local offices of emergency services.
- Identify residential developments in any hazard area identified in the safety element that do not have at least two emergency evacuation routes.

City staff will provide data specific to their jurisdictions.

AB 747 requirements will not be included within the Safety Element work. A separate analysis and county-wide effort including all agencies will undertake this work in the near future. The Safety Element will need to contain a program describing this effort.

3.6 Analyze the Vulnerability of Assets and Populations to Hazards

Explore the exposure, sensitivity, and adaptive capacity of selected assets and populations to selected hazards to analyze vulnerability. Identify priority climate vulnerabilities based on systematic scoring.

Specific analyses and maps/tables can be finalized in collaboration with the Consultant. The Collaborative suggests exploring the following analyses:

- Identify spatial intersection of hazards with low-income block groups and census tracts with low HPI scores.
- Identify spatial intersection of hazards with low-income housing, farm labor housing, and shelters.
- Identify areas that are vulnerable to two or more hazards and could experience combined impacts from those hazards.
- Explore areas that are projected to experience high heat and have low tree coverage (vegetation data available at the county scale).
- Explore spatial intersections between hazardous facilities and natural hazard extents.

- Identify with maps and tables the spatial intersection of wildfire, flood, dam failure, landslides, sea level rise, and coastal erosion extents with selected assets.
- Identify areas that are exposed to hazards and are distant from a hospital or other emergency services.
- Provide a qualitative assessment (with quantitative data where necessary) of potential heat, cold, smoke/pollution, and drought impacts on structures, infrastructure and population.

3.7 Summarize Results of Analysis

Synthesize and report on the data analysis results. Provide summaries of the vulnerability to hazards of populations and assets (exposure, sensitivity and potential impact, and adaptive capacity). Conduct internal meetings for how to best construct an honest and proactive narrative about climate vulnerability and resilience in San Mateo County.

3.8 Update Vulnerability Assessment Based on Feedback

Share draft vulnerability assessment with the Collaborative Steering Committee, the agency's Technical Advisory Committees, stakeholder groups and members of the public as determined by the Public Engagement Plan to gather feedback and input. Update vulnerability assessment based on that feedback and input. Utilize the Community Input Report to report out on what input was or was not incorporated. This subtask should incorporate with Task 2.

3.9 Online Map Viewer

Create an online map viewer to show the results of the Vulnerability Assessment, which should include hazards, assets, and populations. The online map viewer will be used to share initial results of the Vulnerability Assessment and gather input from the technical advisory committees, stakeholder groups and community members. Later, the online map viewer should be updated to incorporate that feedback and be shared with back with the public to assist in the development of policies and implementation strategies (Tasks 5 & 6).

3.10 Hazard Maps for inclusion in Safety Elements

Based on results of the vulnerability assessment, create maps for use in the body of the Safety Elements, and include all other produced maps in the Appendix for reference. Maps should show the most salient findings of the Vulnerability Assessment and support policy development.

3.11 Optional Add-On – Local Creek Models for Flood Hazards

The cities of Atherton, East Palo Alto, and Half Moon Bay have expressed interest in using existing creek models to understand their local flood risk in addition to the primary flood dataset used for the project. The Collaborative can provide the consultant with this data.

Deliverables

- Memorandum describing GIS and data methodologies used in the creation of the assessment
- Geodatabase containing described data layers with metadata
- Online mapping platform
- Maps and tables
- Vulnerability Analysis Report with individual jurisdiction profiles
- **Optional Add on**: Additional use of local creek models for flood hazards for interested cities such as Atherton, East Palo Alto, and Half Moon Bay.

Task 4. Background Information on Hazards

Update the background sections of each jurisdiction's safety element to incorporate the information created through the Vulnerability Assessment and through public engagement.

4.1 Update Hazard Background Information.

Update background information for each participating jurisdiction for the creation of individual Safety Elements at the completion of the study.

- Update to include information on existing hazards and future impacts of climate change as needed.
- Draw upon and summarize relevant information in the LHMP and other SMC documents such as the Sea Level Rise Vulnerability Assessments.
- Update for new compliance requirements, specifically with SB 379 and other Government Code requirements.
- Review draft Background Information sections with each jurisdiction and make edits based on feedback and suggestions.

Deliverables

• New background section of Safety Elements for each participating agency.

Task 5. Goals, Objectives, and Policies

Develop goals, objectives and policies based on the results of the Vulnerability Assessment and public engagement for incorporation in each jurisdiction's safety element.

5.1 Policy Guidance & Best Practices Information

Based on the results of the Vulnerability Assessment, outline best practices and policies, and compile examples from other relevant local government jurisdictions.

- Provide examples of monitoring and evaluation measures that jurisdictions can take to measure progress in their community risk reduction goals.
- Review state and federal guidance and other best practices for resiliency policy development.
- Compile examples from relevant local government jurisdictions and policy experts that have centered equity in their climate change work.

5.2 Review Existing Plans & Compliance Requirements

Review existing plans for resiliency goals, policies, and objectives and for legal compliance – utilize and update for new Safety Elements.

- Review participating jurisdiction's existing General Plans, MJLHMP mitigation actions, and other related documents.
- Identify policy gaps based on the Vulnerability Analysis and review of existing policies.
- Draft new or updated goals, policies, and objectives as required in SB 379, AB 162 and SB 1207.

5.3 Draft Goals, Policies, and Objectives for Each Agency

Draft new or updated goals, policies, and objectives based on vulnerability assessment, best practices, review of existing plans, and community input for each jurisdiction.

- Organize initial list of goals, policies, and objectives by geographic region, by climate impact, and/or by sector as determined by the Collaborative.
- Participate in Collaborative Steering Committee meetings to help jurisdiction staff in the development of their goals, policies, and objectives, and to coordinate this work between cities and the county.
- Update the initial list of goals, policies, and objectives based on feedback and input received during engagement efforts to develop a stakeholder and community-informed list of adaptation strategies.

5.4 Update Goals, Policies, and Objectives Based on Feedback

Share draft goals, policies, and objectives with the technical advisory committees, stakeholder groups and members of the public as determined by the Public Engagement Plan. Adapt initial list of goals, policies, and objectives based on that feedback and input. Utilize the Community Input Report to report out on what goals, policies and objectives were or were not incorporated. This subtask should incorporate with Task 2.

Deliverables

- Draft and update goals, policies, and objectives
- Best Practice and Policy Guidance Document
- See Public Engagement Related Tasks

Task 6. Implementation Measures

Develop and write feasible implementation measures for each jurisdiction based on the results of the Vulnerability Assessment, policy development and engagement and outreach.

6.1 Develop Draft Implementation Measures

Develop draft implementation measures designed to carry out the updated goals, policies, and objectives of each jurisdiction.

- Review state and federal guidance and other best practices, including guidance for equitable climate planning from sources such as Urban Sustainability Directors Network (USDN) and the Office of Planning and Research (OPR).
- Review examples from other relevant local jurisdictions.
- Identify specific resilience and adaptation projects and programs.
- Identify needed updates to zoning regulations, subdivision regulations, Local Coastal Programs, building regulations, etc. to carry out the updated goals, policies, and objectives.
- Incorporate implementation measures from SB 379 (Government Code § 65302(g)(4)(C)) and SB 1241 (Government Code § 65302(g)(3)(C)) as appropriate.
- Consider the placement of projects, benefits and burdens, cumulative risks, and mitigation improvement to historically underserved communities.

6.2 Develop Prioritization of Implementation Measures

Meet with each jurisdiction for a review of programs, projects, and priorities. Identify improvements that address the needs of disadvantaged communities for prioritization. Recommend prioritization process to jurisdiction staff.

6.3 Update Implementation Measures Based on Feedback

Share draft implementation measures and prioritization with the technical advisory committees, stakeholder groups and members of the public as determined by the Public Engagement Plan to gather feedback and input. Adapt draft implementation measures and prioritization based on that feedback and input. Utilize the Community Input Report to report out on what implementation measures were or were not incorporated. This subtask should incorporate with Task 2.

6.4 Recommendations for Next Steps

Develop high level recommendations for key next steps to implement adaptation strategies, including sources of funding.

Deliverables

- Draft and updated list of implementation measures for each jurisdiction
- Prioritization framework for implementation measures for each jurisdiction
- High level recommendations for next steps

Task 7. Safety Elements Drafted for Jurisdictions

7.1 Draft Safety Element for Jurisdictions

Compile the results of the vulnerability assessment, background information, policy development, and implementation measures into a draft Safety Element for each full scope jurisdiction. Conduct one on one meetings with each jurisdiction to review their draft Safety Element. The final Community Input Report (see Task 2.8) should accompany the draft Safety Elements to outline how public input was incorporated into the safety elements.

Deliverables

- Draft Safety Element for each jurisdiction
- 1x1 review with each jurisdiction

Task 8. CEQA Analysis

8.1 Perform CEQA Analysis for Each Jurisdiction's Safety Element Updates

The selected Consultant will be responsible for determining and documenting, to the Steering Committee's satisfaction, the appropriate level of environmental review required for General Plan amendments and the implementation measures.

The selected Consultant will be responsible for completing that environmental review, including full environmental analysis and production of necessary draft and final documents, response to comments, noticing and filing, scoping sessions, tribal consultation, and other related tasks. If the Consultant believes that a full EIR may be required, the consultant should demonstrate their expertise, understanding of and capacity for the tasks necessary to complete a full EIR.

Deliverables

- Determine appropriate level of environmental review.
- Process and manage the approved environmental review for each jurisdiction.

Task 9. Board of Forestry Review

9.1 Review requirements of SB 1241 for a State Board of Forestry review

SB 1241 requires State Board of Forestry review at least 90 days prior to Safety Element adoption for jurisdictions in the State Responsibility Area or with Very High Fire Hazard Severity Zones in their communities. These jurisdictions include the County of San Mateo, Half Moon Bay and Belmont.

- Review requirements of the State Board of Forestry ahead of time and hold a pre-meeting to learn any best practices or new needs.
- Prepare submittal to State Board of Forestry.
- Participate in meetings with the State Board of Forestry.
- Prepare any changes to the Safety Elements based on State Board of Forestry feedback.

Deliverables

- Submittal to State Board of Forestry.
- Prepare any needed updates to the Safety Elements.

Task 10. Public Agency Boards – Review & Approval

10.1 Prepare Planning Commission & City Council/Board of Supervisors Packets

- Prepare public notices, staff reports, final Safety Elements, resolutions and presentations for public meeting review and education.
- Consultant will be available to attend one Planning Commission meeting and one Council/Board meeting for each jurisdiction.

• Prepare updates as needed to Safety Elements based on feedback from the Planning Commission and/or City Council/Board of Supervisors.

10.2 Add-on: Additional Public Agency Meetings

• Consultant will provide cost for additional Planning Commission meetings and Council/Board meetings needed by a participating jurisdiction.

Deliverables

- Public notices, staff reports, resolutions and presentations for public meeting review and education.
- Final Safety Elements updated to include feedback from Board/Council and/or Planning Commission.
- Add-on: Additional public review meetings (Board/Council and/or Planning Commission).

SECTION II - INSTRUCTIONS FOR PROPOSERS

2.1 PRE-SUBMITTAL ACTIVITIES

A. Registration

(1) Organizations or individuals interested in responding to this solicitation must register online with the County of San Mateo at:

https://www.publicpurchase.com/gems/register/vendor/register

San Mateo County uses Public Purchase as a clearinghouse of bids, contract opportunities and requests for proposals (RFP)s. Bidders will be required to upload their response to the RFP to the Public Purchase website.

(2) The County does not maintain the Public Purchase system and is not liable for site failures or technical problems. To resolve technical issues, contact Public Purchase at:

http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=publ ic/info_register.html

It is recommended that organizations complete this registration as soon as possible to allow enough time for it to be processed. Each registration is manually reviewed and approved by Public Purchase, and this might take time. The County will not be responsible for and shall not accept proposals that are late due to a failure to register in the Public Purchase system.

B. Questions, Comments, Exceptions

Submit questions, comments, and exceptions, including notifications of apparent errors, to the Public Purchase site by the Deadline for Questions, Comments and Exceptions. Questions and comments received after the deadline may not be acknowledged.

(1) Request for changes

If requesting changes to a part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State the reason for each request and provide alternative suggested language. Failure to submit requests by the deadline will be deemed a waiver of any exception. The County's consideration of a suggestion does not imply acceptance. If sufficient proposals are received with no requested changes, the County may reject those requesting changes.

- (2) Request for Substitution of Specified Equipment, Material, or Process
 - (a) Unless otherwise stated in the solicitation, references to items or processes by trade names, models or catalog numbers are to be regarded as establishing a standard of quality and not construed as limiting competition.
 - (b) If requesting a substitution for a required item, submit requests by the Deadline for Questions, Comments, and Exceptions. Furnish all necessary information required for the County, in its sole judgement, to make a determination as to the comparative quality and suitability of any suggested alternatives. The County's decision will be final. If alternatives are accepted, the County will issue an addendum to the solicitation.

C. <u>Revisions to the Solicitation</u>

The County may cancel, revise, or reissue this solicitation, in whole or in part, for any reason. Revisions will be posted as addenda on <u>http://www.publicpurchase.com/</u>. No other revision of this solicitation will be valid. Proposers are responsible for ensuring that they have received all addenda from Public Purchase.

D. Contact with County Employees

- (1) Violation of the following prohibitions may result in a proposer being found non-responsible, barred from participating in this or future procurements, and becoming subject to other legal penalties.
 - (a) As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the RFP with any

officer, agent, or employee of the County, other than through Public Purchase, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures.

- (b) Proposers may not agree to pay any consideration to any company or person to influence the award of a contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a contract.
- E. <u>Pre-proposal conference and site visits</u>

If a pre-proposal conference or site visit is scheduled, answers to questions raised prior to and at the events will be posted on Public Purchase.

2.2 PROPOSAL CONTENT REQUIREMENTS

A. Proposal Format

Number all pages of the proposal. Label and order each section as follows:

- (1) Cover Letter no longer than one page, signed by an individual authorized to execute legal documents for the proposer, identifying the materials submitted.
- (2) Authorized Contacts identify the name and title the person to contact regarding the proposal, as well as all other individuals authorized to represent the organization in contract negotiations.
- (3) Table of Contents, listing all major topics and their respective page numbers.
- (4) Exceptions to the solicitation, or to the final revised solicitation, if any.
- (5) Technical Proposal
- (6) Supplementary Documents
- (7) Price Proposal
- B. <u>Technical Proposal Contents</u>
 - (1) Explain responses so as to be understood by people unfamiliar with industry jargon. Use drawings, diagrams, schematics and illustrations as needed, but do not simply refer readers to an exhibit or other section of the proposal in lieu of a complete response.
 - (2) Describe how the requested goods and services will be provided, addressing each task outlined in the Scope of Work.
 - (3) Include a project schedule with milestones, deliverables, dates, and a project management plan.
 - (4) Explain how work, equipment, and knowledge will be transitioned to the County or a new vendor at the end of the contract period.
- C. <u>Supplementary Documents</u>
 - (1) Minimum Qualifications, using the County form provided.

Proposals will be accepted only from organizations that meet the following required qualifications at the time of proposal submission. Proposer is defined as the prime firm or joint venture that is proposing on this RFP. The past experience of a firm's principals and staff could be used to meet these minimum qualifications.

Minimum Qualifications:

- Proposer shall have at least three (3) years of experience within the last six (6) years immediately
 preceding the issuance of this RFP in carrying out the tasks described in the scope of work, including
 writing and/or updating general plans and specifically Safety Elements, performing vulnerability
 assessments, leading inclusive and culturally competent community engagement, incorporating
 equity, performing GIS analysis, and doing CEQA analysis.
- Proposer shall have completed at least two (2) projects with a similar scope of work (e.g., Safety Element updates, vulnerability assessments, community engagement, etc.) within the last four (4) years for at least two (2) municipalities or counties in the State of California.

- Project Manager shall have a minimum of three (3) years of planning experience between 2014 and the present and be situated in an office in California.
- Sub-contractor/s shall have a minimum of two (2) years of experience within the last four (4) years performing work related to their assigned task.
- (2) Firm Qualifications:

Provide information on your firm's background and qualifications which addresses the following:

- A brief description of the firm, as well as a list of any joint venture or subcontractors that would provide services.
- If joint venture or subconsultants are proposed, provide information on how they will be used to provide services and their qualifications.
- A description of not more than three (3) projects similar in size and scope completed by your firm.
- The number of years providing services similar to those contemplated.
- The number of years providing services to government entities.
- Outline the firm's public outreach and engagement philosophy and approach. Provide a few examples from other projects.
- Describe how your agency/program will ensure cultural competence. This may include culturally relevant service features and staffing objectives that reflect cultural and linguistic diversity and that value the cultural diversity of the participating jurisdictions. Provide a few examples from other projects.
- (3) Team Qualifications:

Provide a chart identifying:

- Project team and reporting structure.
- Lead project manager.
- Role each person will play in the project.
- Written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the County's prior approval.
- (4) References:
 - Provide at least two references from successfully completed projects of similar nature to that described in this solicitation, including the name of the organization for which work was performed, short description of the project, and the name, phone number, and e-mail address of an individual at the organization who was responsible for managing and accepting the work. Ensure that contact information is current.
 - These references will be used as a preliminary reference review that will be conducted prior to the interviews with final proposers. The County reserves the right to elicit additional reference checks beyond those provided by the proposing firms. Additional reference checks may also be conducted on the final proposer prior to contract negotiation.
- D. Price Proposal
 - (1) The Price Proposals will include a detailed price estimate by project task (Appendix D) and a task level fee estimate by each agency and any add-ons by agency (Appendix E).
 - (2) To ensure an ability to compare the responses fairly, the Collaborative requests that the consultant responds to the core tasks and then outlines any new components as "add-on" features. The proposal has some "add-on" features that the Collaborative wants to consider that should be priced as separate tasks.
 - (3) Use the Templates (Detailed by Task & By Agency) provided for the Price Proposal are to be used without modification. Failure to use the template provided, or modification, may result in rejection of the entire proposal.

(4) Alternative Price Proposals may be submitted, but only in addition to, not in lieu of, the requested Price Proposal. If submitting an alternative Price Proposal, clearly identify it as an alternative.

2.3 PROPOSAL SUBMISSION

- A. <u>Submit proposals as directed below.</u>
 - (1) Electronic Submissions

Include the proposer's name and the RFP title and number in each filename. Submit proposals via the Public Purchase website, allowing sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate, and proposals will be rejected. The Public Purchase submission time will be the official submission time. Contact Public Purchase with technical questions regarding the site. The County will not be responsible for and may not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system.

(2) Conflicts between Certain Requirements

Prior to the submission deadlines and solely relating to a determination of the timeliness of questions, comments, and proposal submissions, information displayed on the Public Purchase site will take precedence in the event of a discrepancy between that information and the information within the solicitation documents. For all other discrepancies, the information in the solicitation documents will take precedence.

- (3) Hand-written responses, whether or not submitted electronically, will be rejected, with the exception that signatures may be hand-written.
- B. Errors in Proposals

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are incomplete, are missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities, but such waiver will not modify any remaining RFP requirements.

2.4 PROPOSER CERTIFICATIONS

By submitting a proposal, each proposer certifies under penalty of perjury that:

- Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process; and
- Proposer is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- Neither proposer, its employees, nor any affiliated firm providing the requested goods and services has prepared plans, specifications, terms or requirements for this solicitation, or has any other actual or potential conflict of interest; and
- Proposer is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees and is unaware of any financial or economic interest of any County officer or employee relating to this solicitation.

2.5 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn, modified, or replaced at any time prior to the Due Date and Time. After that time, whether or not a new solicitation is issued for the same subject matter, withdrawal of a proposal may preclude the proposer from participating in the procurement as a proposer or subcontractor, except that an original equipment manufacturer may participate indirectly through a reseller.

2.6 NO COMMITMENT

Neither submission of a proposal nor the County's receipt of proposal materials confers any right to the proposer nor any obligation on the County. This RFP does not commit the County to award a contract, nor will the County defray any costs incurred in preparing proposals or participating in any presentations or negotiations.

2.7 ESTIMATED QUANTITIES

If the solicitation results in an indefinite quantity or a requirements Agreement, the goods and services actually requested by the County may be less than the maximum value of the Agreement and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the Agreement.

2.8 PROPOSER SELECTION

At any time in the evaluation process, the County may request clarifications from proposers.

A. Determination of Responsiveness

A responsive proposal conforms to the instructions set forth in this solicitation and any modifications to it. Nonresponsive proposals will be rejected. The County, in its sole discretion, may waive non-consequential deviations if the deviations cannot have provided an advantage over other proposers.

B. <u>Proposal Evaluation</u>

The County will establish an evaluation committee which will evaluate responsive proposals based on the criteria specified in the solicitation. The committee may then recommend one or more top-ranked proposers for final negotiation of contract terms or may invite one or more proposers for oral presentations and demonstrations, following which those proposers may be allowed to amend their proposals. After evaluating presentations and amended proposals, the committee may recommend one or more top-ranked proposers for final negotiation of contract terms.

C. Determination of Responsibility

The County will make a determination of the responsibility of any proposer under consideration for award, taking into consideration matters such as the proposer's integrity, compliance with public policy and laws, past performance, fiscal responsibility, trustworthiness, financial and technical resources, capacity, and experience to satisfactorily carry out its responsibilities. The County will notify any proposer found non-responsible and allow the finding to be contested.

2.9 CONTRACT AWARD

A. Notice of Intent to Award

Once a decision has been made to award a contract to one or more proposers, the County will post a Notice of Intent to Award, notifying the remaining proposers of their non-selection. The posting may be inclusion of the recommendation to award as an agenda item on the Board of Supervisors schedule.

B. Award Procedure

Contract negotiations are neither an offer nor an implicit guarantee that a contract will be executed. Award, if made, will be to the responsive, responsible proposer offering the overall best value to the County for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described. The scope of work included in this RFP may be modified during contract negotiations with the agreement of the final proposer and the County. Any agreement reached will be memorialized in a formal agreement using the attached Standard Agreement template.

C. <u>Commencement of Performance</u>

After all parties have signed the Agreement, the County will notify the proposer and performance may proceed. Prior to County execution of the Agreement, no County employee may authorize work. Any work performed prior to that time may be uncompensated.

2.10 PROTESTS

Protests that do not comply with the protest procedures outlined below will be rejected.

- A. <u>Protest Eligibility, Format, and Address</u>
 - (1) Protests or objections may be filed regarding the procurement process, the content of the solicitation or any addenda, or contract award.
 - (2) The County will only review protests submitted by an interested party, defined as an actual or prospective proposer whose direct economic interest could be affected by the County's conduct of the solicitation. Subcontractors do not qualify as interested parties.
 - (3) Submit protests to the County Procurement Manager by e-mail to <u>protests@smcgov.org</u> or via hard copy to: County Procurement Manager, 455 County Center, 4th Fl, Redwood City, CA 94063

B. Protest Deadlines

Submit protests with any supplemental materials by 5 p.m. PST, as appropriate, on the deadlines set forth below. The date of filing is the date the County receives the protest, unless received after 5 p.m. PST, or on other than a Business Day, in which case the date of filing will be the next Business Day. Failure to file by the relevant deadline constitutes a waiver of any protest on those grounds. Supplemental materials filed after the relevant deadline may be rejected by the County.

- (1) If relating to the content of the solicitation or to an addendum, file within five Business Days after the date the County releases the solicitation or addendum.
- (2) If relating to any notice of non-responsiveness or non-responsibility, file within five Business Days after the County issues such notice.
- (3) If relating to intent to award, file within five Business Days after the County issues notice of Intent to Award. No protests will be accepted once actual award has been made.

C. Protest Contents

- (1) The letter of protest must include all of the following elements:
 - (a) Detailed grounds for the protest, fully supported with technical data, test results, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and
 - (b) The law, rule, regulation, ordinance, provision or policy upon which the protest is based, with an explanation of the violation.
- (2) Protests that simply disagree with decisions of the Evaluation Committee will be rejected.

D. Reply to Protest

The County will send a written response to the protestor and to any other party named in the protest.

E. <u>No Stay of Procurement Action during Protest</u>

Nothing in these protest requirements will prevent the County from proceeding with negotiations or awarding a purchase order or contract while a protest is pending.

2.11 PUBLIC RECORDS

- A. <u>General</u>
 - (1) All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review.
 - (2) Any contract arising from this RFP will be a public record.
 - (3) Submission of any materials in response to this RFP constitutes:
 - (a) Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and

- (b) Waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and
- (c) Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
- (d) Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.
- B. Confidential Information
 - (1) The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
 - (2) If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL". If requested material has been designated as confidential, the County will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.
 - (3) Failure to seek a court order protecting information from disclosure within ten days of the County's notice of a request to the proposer will be deemed agreement to disclosure of the information and the proposer agrees to indemnify and hold the County harmless for release of such information.
 - (4) Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested.
 - (5) Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7.

SECTION III - EVALUATION CRITERIA

3.1 EVALUATION CRITERIA

The Collaborative intends to evaluate the proposals generally in accordance with the criteria itemized below. The participating jurisdictions will have staff involved in various aspects of the selection process.

A. Stage 1 - Technical Proposal Assessment (Total of 100 Points):

The Technical Proposal Assessment process is the first screening and review of proposals. The proposals will be reviewed first for their technical competency, experience, and price. The Proposal Assessment Committee will review and score the Technical Proposals based on the criteria below (Section 1 - 4). The Collaborative anticipates interviewing three (3) to six (6) of the firms with the highest scoring proposals.

- (1) Project Approach (35 points)
 - (a) Demonstrates a clear understanding of the project detailed in *Section I Scope of Work* and the tasks to be performed.
 - (b) Demonstrates broad experience and effective strategies for delivering services in these areas.
 - (c) Demonstrates a thoughtful approach for public outreach and engagement.
 - (d) Demonstrates cultural competency and effective strategies for delivering services in these areas with a critical equity lens embedded across all tasks.
 - (e) Reasonableness of proposed staffing level and allocation plan.
- (2) Firm Qualifications (20 points)
 - (a) Expertise of the firm and subconsultants in the fields necessary to complete the tasks.
 - (b) Quality of recently completed projects similar to Section II Scope of Work, including adherence to schedules, deadlines and budgets.
 - (c) Demonstrates deep technical Safety Element experience and exposure, including mapping and analysis.
 - (d) Experience developing and delivering a multi-faceted public engagement program.
 - (e) Experience in conducting similar projects centering an equity approach across all project tasks.
 - (f) Experience working with a multi-jurisdiction project.
 - (g) Innovation and creative approaches that gives Proposer a competitive edge if awarded this contract.
- (3) Team Qualifications (20 points)
 - (a) Expertise of the lead project manager.
 - (b) Expertise of assigned staff in the subject area and description of the tasks to be performed by each staff person.
 - (c) Composition and expertise of the entire project team including sub-consultants.
 - (d) Workload, staff availability and accessibility.
- (4) Fee Proposal (25 points)
 - (a) Feasibility of Fee Proposal and staffing plan to meet the service requirements effectively and efficiently
 - (b) Appropriateness of cost for line items of Fee Proposal
- B. Stage 2 Oral Interview Assessment (100 points)

Based on the Stage 1 rankings below, the RFP Interview Committee will review the proposals and interview the selected candidates. The interviews will be scored based on the criteria below.

(1) <u>Team Experience & Subject Matter Expertise</u>: Relevance of the team experience as demonstrated by types and complexity of previous work presented. Evidence of the expertise the team brings to the project.

Knowledge of new laws and legislation and experience integrating these requirements into updated Safety Elements. Demonstration of the team's fundamental knowledge of natural hazards, climate change, social vulnerability's intersection with hazards, and the drafting of policies and implementation measures for all communities including those historically underrepresented.

- (2) <u>Public Engagement & Equity Approach</u>: Demonstrated knowledge and experience with creative and compelling public engagement materials including experience with diverse and under-represented communities. Demonstrated experience with equity-oriented community engagement plus creating equitable policies and implementation measures.
- (3) <u>Approach to Implementation</u>: Understanding of the key long-range and short-range implementation issues that affect the project. Quality of the insight or conceptualization of the issues relevant to the project.
- (4) <u>Communication</u>: Quality of verbal, written and graphic communication used to represent the skills of the team and the project. Clarity in the organization and exposition of the document and the presentation. Overall competency and clarity of the communication skills of the project team.
- (5) <u>Project Management</u>: Evidence that previous work was well managed, within budget, and on-time. Documentation of relevant problems and how they were resolved.
- (6) <u>Fee Proposal:</u> Cost proposals that are high value and/or appropriate for the scope of work.

SECTION IV - INSURANCE

Provide evidence of insurance for each of the checked categories

⊠	General Liability (Including operations, products and completed operations, as applicable.)	\$1,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.	
	Automobile Liability	\$1,000,000 - per accident for bodily injury and property damage.	
	Workers' Compensation	As required by the State of California	
	Employers' Liability	\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.	
	Professional Liability (Errors and Omissions)	\$1,000,000 - per occurrence.	
	Cyber Liability\$5,000,000 per occurrence for Privacy and Network Security \$1,000,000 per occurrence for Technology Errors and Omise To be carried at all times during the term of the Contract an for three years thereafter.		
	Pollution Liability	\$ - Per Occurrence	
	Pollution Liability (Aggregate)	\$	

4.1 SPECIAL INSURANCE REQUIREMENTS - CYBER LIABILITY

If the work involves services or goods related to computers, networks, systems, storage, or access to County Data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

(1) Privacy and Network Security

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County Data or software within Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

(2) Technology Errors and Omissions

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

SECTION V - DEFINITIONS

Business Day: Monday through Friday except for holidays as observed per the California Government Code.

- Confidential Information: Information in any form that is not generally known and treated as confidential by a party, including business, financial, statistical, and non-public personal information, trade secrets, know-how, applications, documentation, schematics, procedures, Personally Identifiable Information, information covered by legal privilege, and other proprietary information that may be disclosed or incorporated in materials provided to one party by the other, whether or not designated as confidential, whether or not intentionally or unintentionally disclosed, and whether or not subject to legal protections or restrictions.
- Contract Materials: finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the Contract for or on behalf of the County, whether or not copyrighted.
- Contract: The agreement between San Mateo County and Contractor awarded pursuant to this solicitation.
- Contractor: The person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently-agreed upon terms.
- County Data: All information, data, and other content, including Confidential Information and other information whether or not made available by San Mateo County or San Mateo County's agents, representatives or users, to a Contractor or potential Contractor or their employees, agents, representatives or Subcontractors, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.
- County Systems: The information technology infrastructure of San Mateo County or any of its designees, including computers, software, databases, networks, and related electronic systems.
- County: San Mateo County
- Deliverables: Goods or services required to be provided to San Mateo County under the Contract.
- DUNS (Data Universal Numbering System): a proprietary nine-digit number issued by Dun and Bradstreet, Inc. to identify unique business entities.
- Force Majeure: An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which prevents the party from complying with any of its obligations under the Contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events.
- Hosting: Storage, maintenance, and management of hardware, software, and San Mateo County Data by a party other than San Mateo County, on machines and at locations other than those operated by San Mateo County, where a party other than San Mateo County has regular responsibility for back-up, disaster recovery, security, upgrades, replacement, and overall responsibility for ensuring that all hardware and software continues to function as intended.
- Key Employee: Employees of the Contractor jointly identified by San Mateo County and the Contractor as possessing unique skill and experience that was a material consideration in San Mateo County's decision to award a contract.
- Maintenance Updates: Any revision, update, improvement, modification, enhancement, correction, bug fix, patch, or new release for a system, platform, software or other product, including any change made as a result of applicable federal, State, or local law.

- Major Change: A change to the specified performance, maintainability, operation, power requirements, compatibility, measurement, user interface, reliability, quantity, scale, quality, terms, delivery method, or requirement of any product or service that affects the obligations of the parties or reflects a substantial alteration in circumstances surrounding the agreement or is of such a nature that knowledge of the change would affect a person's decision-making process.
- PII (Personally Identifiable Information): information in any format that can be used to identify a specific individual, either used alone or combined with other private or public information that can be linked in some way to a specific individual.
- Project Manager: The individual identified by San Mateo County as San Mateo County's primary contact for the receipt and management of the goods and services required under the Contract.
- PST: Pacific Standard Time, including Pacific Daylight Time when in effect
- Subcontractor: Firms engaged by the Contractor to perform work or provide goods pursuant to the Contract, including vendors and suppliers
- Task Order or Purchase Order: A written request from San Mateo County to a vendor to provide goods or services, indicating types, quantities, prices, and delivery criteria.

SECTION VI - STANDARD TERMS AND CONDITIONS

Appendix C includes the Standard Terms and Conditions and are attached for information only. Do not complete this form. The final agreement between the County and any successful proposer will be based on this template.