



City of Sonora

Administration
94 N. Washington Street
Sonora, CA 95370
(209) 532-4541
(209) 532-2738 fax
sonoraca.com

*Notice of Request for Proposal (RFP) for Consulting Services to
Update the City of Sonora Emergency Operations Plan and Develop Annexes*

RFP Issue Date: May 30, 2023

Closing Date: June 30, 2023

Proposed Solicitation

The City of Sonora, herein referred to as "City", is soliciting proposals from qualified consulting firms and individuals to submit proposals for professional consulting services to update the City's Emergency Operations Plan (EOP) and Emergency Operations Center (EOC) Handbook and develop Annexes. The new EOP and EOC Handbook should reflect a whole community approach and address the challenges, resources, and hazards in Sonora. The update will include all elements required by the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Service (CalOES).

The City's EOP was adopted in February of 2014 and is available on the City's website at <https://sonoraca.com/wp-content/uploads/2017/05/SonoraEOP-Part-I-WithResolutionFeb03-2014.pdf>.

The EOP should establish goals, objectives, and policies to reduce the potential short- and long-term risk of death, injury, and property damage from natural and man-made hazards including fires, floods, droughts, earthquakes, landslides, climate change, and other hazards.

The proposed plan must comply with the latest local, state, and federal laws and integrate with existing City of Sonora plans. The City of Sonora is the participating jurisdiction of the City of Tuolumne Multi-Jurisdictional Hazard Mitigation Plan (MJLHMP), currently undergoing a comprehensive update. The selected consultant for the EOP update must coordinate with the City of Tuolumne Office of Emergency Services (OES) and the selected consultant for the LHMP.

About the City

The City of Sonora was incorporated in 1851 and is a regional retail hub with a residential population of 5,144 and a daytime population exceeding 25,000. Sonora is a General Law City with one Mayor and four (4) City Council Members elected at large operating under a council-manager form of government. The City of Sonora is the only incorporated City in Tuolumne County.

Services provided by the City include administration, finance, police, planning and building, engineering and public works, and fire protection. The City has 45 full-time employees. The FY 2022-2023 General Fund Budget is \$9.4 million. City voters recently approved Measure Y, a 1% sales tax increase.

The City enjoys the benefit of a dedicated, professional workforce and the desire to grow knowing that the quality of life and public services we can offer residents and businesses are unmatched. The City of Sonora is committed to protecting citizens and visitors from potential harm caused by natural or human disasters or emergencies. The responsibility for the preservation of life, property, and the environment is our inherent responsibility.

RFP Contact

Questions regarding the RFP should be emailed to: Melissa Eads
City Administrator,
meads@sonoraca.org

Proposal Due Date

Please submit one (1) electronic, one (1) unbound copy and five (5) bound copies of the proposal to the address below:

City of Sonora
94 N. Washington Street
Sonora, Ca 95370

Proposals must be received no later than 3:30 p.m. on June 30, 2023. Proposals should be marked "**City of Sonora EOP**". Proposals shall be delivered via US Mail, in person, or express courier to the attention of the City Administrator. Facsimile or electronic proposals will not be accepted. Proposals received after 3:30 p.m. on June 30, 2023, will be disqualified.

Incurred Costs

The City is not liable for any costs incurred by a proposer in the preparation and/or presentation of the proposal.

Rights to Submitted Materials

All quotes, inquiries, responses, or correspondence related to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the consultant will become property of the City and a matter of public record.

Proposal Interpretations or Addenda

Any changes to this RFP by the City will be sent to each consultant or individual to whom an RFP was sent. Such changes become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP. Any questions or comments regarding the RFP must be put in writing and received by the City no later than 3:30 pm. on June 15, 2023. Correspondence shall be emailed to meads@sonoraca.org. Inquiries received after the time stated will be returned to senders without response.

Schedule

Activity	Anticipated Date
Questions/Clarification	June 15th
Deadline	June 30th
Tentative Interviews	July 6-7th
Tentative Award	July 17th

Additional Services

The scope of services describes the minimum work to be accomplished. Upon final selection of the consultant, the scope of services may be modified and refined during negotiations with the City.

The City is requesting written proposals from qualified professional emergency management consultants to update the City's Emergency Operations Plan (EOP), including the basic plan, Emergency Operations Center (EOC) Checklists, Appendices, and annexes. In general, the project will require:

- Meeting staff and conducting independent research to update information contained throughout the Plan.
- Meeting with the EOC Team to evaluate the existing checklists and identify any areas for improvement.
- Meeting with Public Safety Department staff to incorporate their roles throughout the plan.
- Planning assumptions based on all threats/hazards.
- Decision point for EOC activations
- Damage assessments

- EOC Activation levels
- Resource requests coordination and process
- Alerts and warnings
- Creating the Annexes which may include:
 - Animal Care
 - Active Shooter
 - Debris Removal
 - Donation Management
 - Earthquake
 - Extended Infrastructure Disruption
 - Flood
 - Fire
 - Mass Care and Shelter
 - Mass Evacuation and Transportation
 - Mass Fatality and Reunification
 - Pandemic
 - Public Information Officer (PIO)
 - Terrorism
 - Resources and checklists necessary to implement the components of the plan.
- Creating a section on whole community considerations, including the needs of people with access and functional needs.
- Providing a draft copy in Microsoft format
- Providing 10 hard copies of the final
- Community Meetings
- Council Meetings
- Facilitated staff meetings.

The Consultant must prepare the EOP documents in compliance with all mandatory requirements of Government Code section 65302(g). Preparation of the EOC updates will rely on the State office of Planning and Research General Plan Guidelines and must include, but not be limited to, relationship and consistency with the City's General Plan and the Local Hazard mitigation Plan (LHMP) current being updated.

Evaluation Criteria

Consultant selection will be based on the contents of the written proposal. Proposals will be evaluated based upon the following criteria:

1. The ability of the consultant to perform the Professional Services outlined in the RFP.
2. Qualifications of the specific individuals and subcontractors who will work on the project.
3. The Consultants level of experience in preparing EOPS for cities of similar size and character to the City of Sonora.
4. Consultants understanding of the City's desire and general approach to the project.
5. Consultants' ability to perform quality work, cost controls, and meet schedules.
6. Consultants' technical ability, capacity, and flexibility to perform the scope.
7. Amount and quality of time that key personnel will be involved in their respective area of the project.
8. Demonstrated record of success.
9. Ability to work with those involved in the project including city staff, council, public.
10. Total cost of the proposal.

Minimum Required Information

Respondents should organize proposals into the following sections:

1. Organization, Credentials, and Experience
 - A. Provide a summary of the company's qualifications, credentials, and experience related to the project.
 - B. Describe the size of the company, and indicate the principle, company officials, and other personnel who will be assigned to work on behalf of the City.
 - C. Provide a list of three of the company's prior clients with contact information for the appropriate person at the client organization that the City can contact.

2. **Understanding of Scope of Work**
Provide a narrative reflecting the company's understanding of the Scope of Work and detailed proposal to implement the project.
3. **Timeline**
Provide a schedule identifying all tasks and subtasks to be performed. Indicate the total time required to complete the overall project. Consultant will need to coordinate the timing of work with City Departments to accommodate meetings and events.
4. **Professional Services Agreement**
The selected Consultant must use and comply with the terms and conditions of the City Standard Professional Services Agreement as provided in Attachment No 1 of this RFP.
5. **Fees**
Under Separate Cover, provide a cos proposal for the services to be provided.

Conditions for Response to the RFP

The following conditions apply to the RFP Process:

Nothing contained in the RFP shall create any contractual relationship between the respondent and the City.

This RFP does not obligate the City to award a contract to any respondent. The City reserves the right to amend or cancel the RFP without prior notice, any time at its sole discretion.

The request RFP does not commit the City to pay any costs incurred by any consultant in the submission of the qualifications.

The City reserves the right, in its sole discretion, to accept or reject any or all proposals without prior notice and to waive any minor irregularities or defects in a proposal. The City reserves the right to seek clarification on a proposal with any source.

All submitted proposals and information included herein or attached thereto, shall become the public record upon delivery to the City.

SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the _____, day of _____, 2022 by and between the **CITY OF SONORA**, a municipal corporation ("City") and SAMPLE, Consultant").

RECITALS:

A. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner: ***“Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.”***

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City.

3. Compensation. Compensation to be paid to Consultant shall be no more than **\$SAMPLE**. In no event shall Consultant's compensation exceed \$SAMPLE without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.

6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon

payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

8. Consultant's Books and Records.

a. Consultant and subconsultants, shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant and subconsultants, shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

10. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession.

14. Indemnity. Consultant shall indemnify and hold harmless City, its elected and appointed officials, officers, employees, and volunteers (collectively, "City") from losses, costs, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided under this Agreement to the extent that such Liability is caused by the negligence or willful misconduct of Consultant, its officers, employees, agents, contractors, subcontractors, consultants, or any person under its direction or control and shall make good to and reimburse City for any expenditures, including reasonable attorneys' fees, the City may incur by reason of such matters. Consultant's obligations under this Section shall exist regardless of concurrent negligence or willful misconduct on the part of the City or any other person; provided, however, that Consultant shall not be required to indemnify City for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the City. The City acknowledges that this indemnity does not require the Consultant to provide an up-front legal defense to the City. This indemnification clause shall survive the termination or expiration of this Agreement.

Consultant further agrees to provide, at Consultant's expense, reasonable assistance to the City in responding to third party claims to the extent such claims implicate the quality of the Consultant's performance under this Agreement, which assistance shall include selection, management, and compensation of expert witnesses as necessary to substantiate or defend the quality of the Consultant's performance under this Agreement, as well as making Consultant's employees and project work product available as reasonably necessary to assist in the defense of such claims. This shall not preclude the City from recovering its reasonable attorneys' fees and defense costs in responding to third party claims to the extent such claims are found to have been caused by the Consultant's negligence or willful misconduct.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall, procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and

Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A: VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Sonora
 94 N Washington Street
 Sonora CA 95370
 Attention: Melissa Eads, City Administrator

If to Consultant: SAMPLE

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the Agency and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City special counsel.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to

recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

23. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

24. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

25. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

26. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

27. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SONORA:

SAMPLE

By: _____
Melissa Eads,
City Administrator

By: _____
SAMPLE
SAMPLE

ATTEST:

Tracy Skelly, City Clerk

APPROVED AS TO FORM:

Douglas White, City Attorney