

September 23, 2024

NOTICE FOR REQUEST FOR PROPOSAL

The County of Ventura Resource Management Agency Code Compliance Division is seeking proposals from qualified firms to provide staff resources for reactive compliance activities, as needed, and for proactive enforcement of ordinances or policies.

Your firm is identified as specializing in these services and is invited to submit proposals. Consultant selection will be based on qualifications, understanding of the project and issues, proposed scope, cost, and proof of required insurance.

We look forward to receiving your proposals by November 7, 2024.

If you have any questions concerning this project, please contact Dean Phaneuf at Dean.Phaneuf@ventura.org or 805-662-6824.

Sincerely,

Code Compliance Division

Attachments
Request for Proposal

REQUEST FOR PROPOSAL

Regarding

Code Compliance Enforcement Activities

DEADLINE FOR SUBMISSION: November 7, 2024 5:00 PM PST

Ventura County
Resource Management Agency
Code Compliance Division
800 S. Victoria Avenue
Ventura CA 93009

COUNTY OF VENTURA

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I. SERVICES REQUESTED

The County of Ventura, Resource Management Agency, Code Compliance Division (hereinafter "Code Compliance Division"), is requesting proposals for consultant services to provide staff resources for compliance activities. The Code Compliance Division is seeking the following:

- A. **Reactive enforcement** – in response to reported violations of the County's zoning ordinances, building code, and related code requirements:
- a. Perform initial investigation and inspection to determine whether violation(s) exist.
 - b. Timely documentation of findings within the case management system, including uploading of inspection photographs.
 - c. Prepare appropriate noticing to responsible parties utilizing established templates.
 - d. Communicate with responsible parties to educate regarding code requirements.
 - e. Coordinate with permitting authorities to identify required scope of work to abate violations.
 - f. Reinspect and review permitting records periodically to determine progress towards abatement.
 - g. Escalate application of enforcement remedies if necessary to motivate and maintain progress towards abatement.
 - h. Document actions taken within the case management system, including tracking of billable time.
 - i. Collaborate with code staff, supervision, allied staff, and external stakeholders to identify requirements and solutions.
 - j. Testify and/or present on behalf of the County during internal and external meetings, and before commissions, boards, courts as required.
- B. **Proactive enforcement** – while on-duty and assigned to field duties within unincorporated areas of the County, maintain an awareness of activities and conditions which may constitute violations requiring proactive enforcement by ordinance or policy, including:
- a. Active construction without required permits.
 - b. Unpermitted modification, removal, or encroachment upon protected trees, as defined by the Tree Protection Ordinance, as found in the County's Coastal or Non-Coastal Zoning Ordinances.
 - c. Non-permitted vending activities occurring upon a sidewalk, pedestrian path, or public right-of-way.
 - d. Other activities or conditions which may present an immediate threat to public health, safety, or welfare, within the authority and responsibility of the Code Compliance Division.
 - e. Upon observation of suspected violations warranting proactive enforcement, such observations shall be documented by appropriate means, such as photographs, written reports, issued warnings and/or citations, or other official notices.
 - f. Whenever practical, suspected violators and other members of the public should be provided with information regarding requirements and prohibitions of applicable codes and ordinances.
 - g. Whenever appropriate and authorized by ordinance, items constituting a nuisance under the County ordinance being enforced may be seized as a summary abatement of such nuisance.
 - h. Items subject to summary abatement may be transported and stored at a County controlled facility pending release to a lawful owner or destruction.
 - i. Work may be performed outside of normal business hours, including evenings, weekends, and holidays.

II. PROPOSAL CONTENT

Responding consultants must prepare and submit by November 7, 2024, a technical qualifications proposal and a cost proposal for the work specified in the Services Requested section. The contents of each proposal are as follows:

- A. Technical Qualifications Proposal: The technical qualifications proposal must include the following:
 1. A detailed description of the degrees, certifications, qualifications, and experience of all individuals—including those of any subconsultants—who will be performing the work and activities;
 2. A detailed description of the consultant's related work experience, familiarity with the proposed project, and experience with similar projects;
 3. A list of references;
 4. A project timeline that provides the projected number of hours that will be required to complete the scope of work.
- B. Cost proposal: Materials, travel costs, and any/all other costs/associated fees must be detailed in the cost proposal including required insurances. The cost proposal must also include a breakdown of the tasks and projected hours by staffing levels, and the hourly billing rate(s) for the various levels of staff to be assigned to the project.
- C. Insurances: The County of Ventura requires that contract service providers be able to verify that they maintain the appropriate insurances. For professional contracting services, vendors must maintain the minimum General Liability, Automobile, and Worker's Compensation coverage as indicated in Section 9 of the Sample Contract. Professional Liability coverage is also required per the amounts listed. If your company's insurance coverage does not meet these requirements, please provide proof of your company's actual insurance coverage in order for county staff to consider a request for reducing insurance requirements. This may or may not be granted.
- D. Executed Acknowledgement Form must accompany the proposal.

IV. SUBMITTAL PROCEDURES

The technical qualifications proposal and cost proposal must be accompanied by a signed and completed “County of Ventura Resource Management Agency, Code Compliance Division Consultant Services Acknowledgement” form. These documents must be submitted electronically to:

Dean.Phaneuf@ventura.org.

Submittals must be received by November 7, 2024, 5:00 PM PST.

V. SCHEDULE

Consultant selection will proceed according to the following schedule:

September 23, 2024	RFP Released
November 7, 2024	RFP Submittal Deadline
November 12 – 15, 2024	Selection Interviews, if needed
November 18 – 22, 2024	Notification of Selection
December 2024	Contract Award

VI. PROPOSAL EVALUATION AND SELECTION PROCEDURES

The technical qualification proposals will be evaluated by a panel on the basis of the following criteria:

- A. The consultant’s demonstrated understanding of the scope of work and consultant performance criteria;
- B. The consultant’s demonstrated professional skills, and the credentials (e.g., degrees and certifications) of all staff that will be performing the work and activities;
- C. The consultant’s experience and references related to providing qualified staff to perform code compliance activities; and
- D. The general quality of the proposal (e.g., organization, use of charts and graphs; legibility).

The consultants will be ranked according to the evaluation criteria provided above.

The selection of a candidate firm will be based on a combination of the evaluation criteria, references, and costs. The candidate firm with the best qualification requirements and competitive cost estimate will be invited to negotiate a Consultant Agreement. If an agreement is not reached, negotiations with the candidate firm may be terminated, and the Code Compliance Division will commence with negotiations with the next most qualified consultant.

The Code Compliance Division reserves the right to reject any and/or all proposals. The Code Compliance Division also reserves the right to invite any of the candidate firms to attend an oral

interview, and/or request additional clarifying information from any of the candidate firms if necessary.

VII. BILLING AND PAYMENT PROCEDURES

- A. Billing and payment for the services rendered by the consultant shall be outlined in the contract.

CONTRACT

This Contract entered into this XX day of Month, 20xx, by and between the County of Ventura, hereinafter called "County," and Name of Vendor, hereinafter called "Contractor."

WITNESSETH

WHEREAS, pursuant to Section 3 item f of the County Ordinance #4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing services relating to describe services.

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

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

Contractor shall perform services set forth in Attachment 1 – Scope of Work.

2. **PAYMENTS**

County shall make payment to Contractor in the manner specified in Attachment 1. – Scope of Work. Payments under this Contract shall not exceed a total of \$xx except as provided in Section 14 of this Contract, below.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

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

The Contractor shall comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State

and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. NON-ASSIGNABILITY

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

5. TIME SCHEDULE

Time is of the essence in the performance of this Contract. The Contractor shall complete all obligations, services and specifications set forth in Attachment 1 – Scope of Work within the Project Timeline included therein. All services and deliverables shall be provided by no later than **DATE** unless unforeseen circumstances dictate that additional time is required in order to complete the services to be performed.

Any extension of the effective period of this contract must be mutually agreed upon by and between the County and the Contractor and shall be effective only when incorporated in written amendments to this Contract in accordance with Section 14 below. Additional terms

6. TERMINATION

The County may terminate this Contract at any time for any reason by providing 10 days written notice to Contractor. In the event of termination under this section, Contractor shall be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this section in the event of such termination.

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

7. DEFAULT

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

The foregoing requirement for written notice and opportunity to cure does not apply with respect to County's right to terminate this Contract without cause pursuant to section 4 above.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this Contract shall be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Contract.

9. INSURANCE PROVISIONS

- A) Contractor, at its sole cost and expense, shall obtain and maintain in full force during the term of this Contract the following types of insurance:
- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
 - 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- B) All insurance required shall be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura, and any related entities as identified by County, including all of their respective boards, agencies, departments, officers, employees, agents and volunteers, are to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County of Ventura, all related entities as identified by County, and all of their respective boards, agencies, departments, officers, employees, agents and volunteers, for losses arising from work performed by Contractor under the terms of this Contract.

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

Failure to provide these documents shall be grounds for immediate termination or suspension of this Contract.

10. **NON-DISCRIMINATION**

A) General.

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

B) Employment.

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

11. **SUBSTITUTION**

If particular people are identified in Attachment 2, if applicable, as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Resource Management Agency. Any substitution shall be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

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

13. **CONTRACT MONITORING**

The County shall have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County shall not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract shall be administered by the County's Planning Director or designee.

14. **AMENDMENTS**

This Contract may not be altered, amended, extended or modified except by written instrument signed by the duly authorized representative of both parties. County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor shall be effective when incorporated in written amendments to this Contract.

15. **CONFLICT OF INTEREST**

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

16. **CONFIDENTIALITY**

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

17. **NOTICES**

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

TO COUNTY:

Procurement
COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 SOUTH VICTORIA AVENUE
VENTURA, CALIFORNIA 93009-1080

Project Manager:
COUNTY OF VENTURA
RESOURCE MANAGEMENT AGENCY
DIVISION NAME- ATTN: CONTACT
800 SOUTH VICTORIA AVENUE
VENTURA, CALIFORNIA 93009- XXXX

TO CONTRACTOR: VENDOR NAME
VENDOR CONTACT
ADDRESS 1
ADDRESS 2
Tel: (XXX)XXX-XXXX

Either party may, by giving written notice in accordance with this section, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. Work Product

Upon completion or termination of the Contract for any reason, County shall be entitled to immediate possession of, and Contractor shall promptly furnish to County, on request, all original reports, drawings, designs, plans, specifications, data, correspondence, notes, and all other pertinent data and work product prepared or gathered by Contractor in the performance of this Contract (collectively, "Work Product"). Contractor shall not copyright any Work Product. Contractor may retain copies of the Work Product for its files.

19. ENTIRE AGREEMENT

This Contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto regarding the subject matter hereof.

20. GOVERNING LAW

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

21. SEVERABILITY OF CONTRACT

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

22. CUMULATIVE REMEDIES

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

23. COMPLIANCE WITH LAWS

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

24. CONSTRUCTION OF COVENANTS AND CONDITIONS

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

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

CONTRACTOR*

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

CONTRACTOR*

Authorized Signature

Printed Name

Title

Date

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

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

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

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

ATTACHMENT NO. 1 - SCOPE OF WORK

Vendor: Address:

Contact: Phone:

Tax ID #: Project Title:

Cost: Term:

Division Contact: Phone:

Description of Services:

Reporting:

Payment Method: Vendor will be reimbursed for services rendered within net 30 days receipt of an accurate and Division-approved invoice. Vendor will submit invoices detailing services rendered to: County of Ventura, Resources Management Agency, 800 Victoria Avenue, Ventura, CA, 93009, L1700-RMA Accounting Department.

Payment Schedule: Compensation will be as follows:

Vendor will indicate on the invoice the current contract balance in the following suggested format: Contract Amount: \$xx,xxx Contract Balance: \$ x,xxx

Sample Project Budget Template

Task	Labor				Direct Costs	Total
	Staff Title (\$Rate)		Staff Title (\$Rate)			
	Hours	Cost	Hours	Cost		
Task 1						
Task 2						
Task 3						
Task 4						
Task 5						
Task 6						
Training						
Reports						
Total Contract Amount						\$