



CITY OF PIEDMONT CALIFORNIA

Request for Qualifications

Community Wildfire Evacuation Planning and Exercise

**Response Due Date:
Friday, March 8, 2024 at Noon PST**

Piedmont Fire Department
120 Vista Avenue
Piedmont, CA 94611
(510) 420-3030

Introduction

The City of Piedmont a full service agency with its own police, fire and public works departments seeks to retain the services of a qualified organization with capabilities that include emergency management planning, training, and exercise including but not limited to wildfire evacuation.

Piedmont is a primarily residential, 1.7 square mile city in the East Bay Hills of the Bay Area. A lean city staff of approximately 100 full time employees serve 11,000 residents with a focus on customer service.

Tasks to be performed as part of the contract have the potential to cover a range of service deliverables. The successful contracted organization will immerse itself in the project and partner in earnest with residents, the City, and all relevant stakeholders.

The deadline for submission of qualifications for this work is **noon PST on Friday, March 8, 2024**. A Schedule of Events is included on page 6 of this Request for Qualifications (RFQ).

General Scope of Work

The selected firm will be responsible for planning and conducting wildfire evacuation training and exercises involving up to approximately 100 stakeholders, including City staff, community members, and community organizations such as the Piedmont Unified School District, Red Cross, and others. Community facing exercises will be limited to direct engagement with subsections of the City as determined through the planning process. The contractor will provide inclusive and culturally competent outreach and engagement with community members with access and functional needs and will ensure equity for diverse populations.

Training and exercises will be designed around specific capabilities as identified through community engagement, staff priorities, and Emergency Operations Plan review. Community outreach and feedback collection will be an integral responsibility of the contractor.

Exercises are generally expected to follow the Homeland Security Exercise and Evaluation Program (HSEEP) format. The selected firm will be expected to produce after action documentation and when needed, update Piedmont's Emergency Operations Plan and procedures.

Exercise development, training and delivery for staff should be completed in late spring/early summer 2024 with community training and a resident focused exercise in late summer of 2024.

Required Services

The selected contractor shall be required to:

- Be familiar with the City of Piedmont Emergency Operations Plan 2023 revision and use

as the basis for exercise development.

- Conduct an exercise planning process for a staff training and exercise, as well as the community exercise that generally follows the HSEEP format.
- Develop written exercise documents (draft, revised, and final) based on exercise needs. These typically consist of a Situation Manual for players, a Facilitator/Evaluator Guide, a presentation, and a participant feedback form or survey.
- Provide appropriate number of exercise staff for trainings and exercises up to six (6) hours in duration, including the hotwash period.
- Provide support for community outreach in coordination with the City's Communication Program Manager.
- For community exercises, plan and provide exercise leadership and operational support for a community evacuation.
- Run a community hot wash at the end of the exercise.
- Support coordination of exercise logistics, including developing save-the-date language and providing an online registration platform.
- Conduct an after-action meeting as appropriate.
- Create an after-action report/improvement plan (draft and final).
- As needed update the City's plans and procedures with findings from the after-action reports.

Items of work to be included under the contract anticipated to be awarded pursuant to this RFQ will be negotiated with the successful respondent. In some cases, the City may elect to assign only specific portions of a proposal, or in other cases, the entire program to the selected contractor, including auxiliary associated work.

The work shall comply with all current local ordinances, Federal and State laws.

Minimum Qualifications

To be considered for this opportunity, interested firms must meet the following minimum qualifications:

1. Evidence of organizational commitment and experience planning for and working with community members with access and functional needs.
2. Demonstrated experience with projects of similar scope of wildfire evacuation training and exercise in local government and communities in California.
3. Team member certification as a FEMA Master Exercise Planner.
4. Demonstrated knowledge of the City of Piedmont's emergency operations structure and that of its neighbors, Alameda County, and the greater Bay Area.

Submittal Requirements

Interested firms should submit their qualifications no later than **noon PST on Friday, March 8, 2024**. Submissions should include the following:

- Cover Letter and Introduction – Include a signed letter by an individual authorized to negotiate on behalf of the organization and to bind the organization to commencement of work within a term of 60 days or less from the date of submittal to the City. Provide a program description conveying an understanding of the issues and how the organization meets the minimum qualifications.
- Proposed Approach and Work Plan – Describe how the organization would deliver the requested services.
- The cover letter and proposed approach and work plan should be presented in Arial 12 point font with 1.5 inch line spacing and should not exceed 10 pages in length.
- A detailed statement of qualifications, including relevant experience and expertise.
- Related Experience and References - Provide a list of 3-5 references, including the scope of work performed and contact information. Place emphasis on projects and services delivered to cities and communities.
- Availability – Identify the window of time indicating availability to start the program. The selected organization will be required to enter into a written contract with the City of Piedmont in a form approved by the City Attorney. It is expected that work will commence upon award of contract.
- City's Services Contract – Identify any sections of the City's sample agreement (Attachment B) that pose significant concerns and would require negotiation/modification in order to be acceptable.
- Fee Schedule and Estimated Budget – Provide a schedule of fees for services, including current dollar/hour billing rates and an estimated budget for proposed services. The fee schedule will be reviewed to determine if the proposed fees and costs are fair and reasonable.
- Any additional documentation required to demonstrate compliance with the qualification requirements.

Submission Deadline and Instructions

Submittal of a letter of intent to apply is respectfully requested by **noon PST on Monday, February 26, 2024** to assist the City with planning and logistics. Non submittal shall not disqualify any organization from consideration.

Formal proposals in response to the RFQ, in addition to the organization's rate schedule and proposed budget are due by no later than **noon PST on Friday, March 8, 2024**.

All correspondence shall be transmitted electronically to the attention Dave Brannigan, Fire Chief, at dbrannigan@piedmont.ca.gov. The letter of interest, proposal, rate schedule and

proposed budget shall be submitted as an Adobe Acrobat PDF file. When emailing, please identify Piedmont Evacuation Proposal in the subject line.

Respondents are solely responsible for any costs and expenses arising out of or related to their participation in this RFQ process.

Questions

Questions can be emailed to the attention of Dave Brannigan, Fire Chief, at dbrannigan@piedmont.ca.gov until **noon PST on Thursday, February 29, 2024**. Responses will be prepared and emailed to all parties who submitted a letter of intent to apply no later than **noon PST on Monday, March 4, 2024**.

Evaluation of Proposals

Written proposals will be reviewed and ranked based on the evaluation criteria referenced in Evaluation Criteria below. The City reserves the right to interview all organizations or only those which are top ranked and short listed. Scores associated with written proposals and interviews will be equally weighted and evaluated along identical bases.

The City may, in its sole discretion, conduct negotiations with respondents and request best and final offers.

Basis of Award

The City intends to award a contract to the responsive and responsible team whose proposal is determined to be the best overall value to the City based on the evaluation criteria outlined herein. After a respondent is selected, the award of a contract (agreement) is contingent upon the successful negotiation of terms, acceptability of fees, and formal approval by the City Council.

Evaluation Criteria

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s). Each project will be evaluated separately.

	WRITTEN MATERIALS Max. Points	INTERVIEW Max. Points	MAXIMUM OVERALL
Experience and Knowledge of Disaster Exercises in the Bay Area	40	40	80
Organizational Capabilities, Proposed Team & Staffing Plan	20	20	40
Program Understanding, Approach & Proposed Work Plan	20	20	40
Resources Allocated, Readiness & Availability	10	10	20
Cost and Other Factors – clarity, completeness, responsiveness and costs associated with fee schedule and estimated budget	10	10	20
TOTAL	100	100	200

Schedule

Letter of Intent to Apply Deadline	Noon PST on Monday, February 26, 2024
Bidders’ Questions	Noon PST on Thursday, February 29, 2024
Response to Bidders’ Questions	Noon PST on Monday, March 4, 2024
Proposal, Rate Schedule & Budget Deadline	Noon PST on Friday, March 8, 2024
Contract Negotiations	March 15-April 1 2024
Contract Award	**Early April 2024

* The City may, at its discretion, request interviews from one or more respondents. No respondent shall be entitled to or otherwise guaranteed an interview with the City.

**Tentative

City Rights

The City may investigate the qualifications of any respondent under consideration, require confirmation of information furnished by a respondent, and require additional evidence of qualifications to perform the Scope of Work described in this RFQ. The City reserves the right to:

1. Accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals or this RFQ process;
2. For any reason, withdraw, amend or cancel this RFQ, or any part hereof at any time without prior notice and the City makes no representations that any contract will be awarded pursuant to this RFQ.
3. Postpone opening of proposals for its own convenience;

4. Release the proposals received as public information, upon request after award (submitted proposals are not to be copyrighted);
5. Appoint an evaluation committee to review proposals;
6. Approve or disapprove the use of particular subcontractors;
7. Establish a short list of respondents eligible for interview after review of written proposals;
8. Negotiate with any, all or none of the respondents.

Protests

Bidders aggrieved by the award of the contract may appeal or protest in writing emailed to the attention of Rosanna Bayon Moore, City Administrator, at rbayonmoore@piedmont.ca.gov within five (5) working days from date of award. The City Administrator shall review the appeal or protest and issue a written determination within ten (10) working days. The written decision from the City Administrator shall be final. (Ord. 727 N.S., 4/17)

Other Conditions

1. The City has the right to reject any and all proposals .
2. All documents submitted in response to the RFP are public documents subject to disclosure as permitted by the California Public Records Act.
3. The City is not liable for any costs incurred in responding to the RFP.
4. From the issue date of this RFP until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending firm.
5. The selected firm will be required to enter into a Professional Services Agreement with the City of Piedmont which includes the City's Standard Terms and Conditions including insurance requirements (Exhibit A).
6. Proposals submitted early may be withdrawn by the firm prior to the Proposal due date specified above. Following the Proposal due date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.
7. The City of Piedmont reserves the right to: (a) waive minor irregularities or variances, non-material bid informalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and/or the City's Procurement Ordinance.

Attachments

A: City of Piedmont Sample Agreement

EXHIBIT A – PROFESSIONAL SERVICES AGREEMENT (SAMPLE)

CONTRACT

This Contract made _____ (“Effective Date”), between the City of Piedmont, California, a municipal corporation, 120 Vista Avenue, Piedmont, California 94611, ("City") and _____, a [check legal entity status with Secretary of State website], ("Independent Contractor").

1. City is a municipal corporation which needs certain services and software as more specifically set forth hereafter.
2. Independent Contractor agrees to provide these services and software to the City under the terms and conditions set forth in this Contract (“Contract”).

3. Services

Independent Contractor shall provide the services as set forth in Exhibit A attached hereto and incorporated herein [OR INSERT OTHER DESCRIPTION OF SERVICES TO BE PROVIDED].

4. Compensation

- a. City will pay the Independent Contractor the lump sum of: _____ dollars for the services described in Section 3 above. City shall issue payment within 30 days of the satisfactory completion of the services described in Section 3 above.

5. Term

This contract shall begin on the Effective Date. Unless otherwise terminated as provided in this Contract, this Contract shall terminate _____ from the Effective Date.

6. Contractual Relationship

The parties intend that an independent contractor-employer relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractor. Independent Contractor is not to be considered an agent or employee of City for any purpose, and neither Independent Contractor nor any employees of Independent Contractor are entitled to any of the benefits that City provides for City's employees. It is understood that City does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for other cities, persons or entities during the term of the Contract. Independent Contractor shall be fully responsible for all income, social security or other taxes or deductions, including

but not limited to worker's compensation and unemployment deductions, relating to the services it performs for City.

7. Indemnity and Hold Harmless

To the fullest extent permitted by law, Independent Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively "Indemnitees") from and against any and all liability, claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Independent Contractor or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation) ("Liability"), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Contract by Independent Contractor or by any individual or entity for whom Independent Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Independent Contractor.

For design professionals (as that term is defined by Civil Code § 2782.8) acting within the scope of their professional capacity, to the fullest extent permitted by law, Consultant shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless any Indemnitees from and against any and all Liability, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or as may be provided by statute in Civil Code § 2782.8, as may be amended from time to time.

Neither termination of this Contract nor completion of the services shall release Independent Contractor from its obligations under this Section 7, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion, and this section shall survive the termination of the Contract.

8. Insurance

The following minimum levels of insurance coverage shall be provided during the term of this Contract. Prior to the execution of the Contract, Independent Contractor shall provide proof of insurance required. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Independent Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the

work beginning shall not waive Independent Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of California, with Statutory Limits.
4. Professional Liability (Errors & Omissions): As appropriate to Independent Contractor's services, and not less than \$2,000,000 per occurrence.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Piedmont, its Council Members, directors, officers, agents and employees shall be named as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Independent Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Independent Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this contract, Independent Contractor's insurance coverage shall be primary insurance coverage (at least as broad as ISO CG 20 01 04 13) with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Independent Contractor's insurance and shall not contribute with it.

Independent Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Independent Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Independent Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision

applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Independent Contractor shall require the insurer to provide City with 30-day prior notice of termination or material change in coverage and ten (10) days prior notice of cancellation for non-payment.

9. Assignability

Independent Contractor shall not assign, delegate, or transfer any interest in this agreement nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City.

10. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

11. Notices

Any notices to be sent pursuant to this Contract shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage addressed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at _____, or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested.

12. Governing Law

This Contract shall be governed by the laws of the State of California. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Alameda, State of California.

13. Modification

Any modification of this Contract will be effective only if it is in writing signed by all parties to this Contract.

14. Time is of the Essence

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

15. Termination

The following provisions shall govern termination under this Contract:

- a. Either party may terminate this Contract for cause as follows:
 - (1) The party electing to terminate shall give the other party written notice of termination at least five (5) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Contract that has been violated, and a full statement of the facts surrounding the violation(s).
 - (2) If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.
 - (3) If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
 - (4) If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide services, if the terminating party is the City.
- b. Either party may terminate the Contract at any time without cause upon at least sixty (60) days prior written notice to the other party. In the event of any such termination by City, Independent Contractor shall be paid for services actually performed through the date of termination, and Independent Contractor's work shall be immediately discontinued as of that date, except that City may elect, at City's option, to have Independent Contractor complete one or more projects or specific activities which are then in progress, in which case Independent Contractor shall be paid for such services until completion. If terminated by Independent Contractor, any assignment accepted by Independent Contractor prior to the notice of termination shall be completed if desired by City.

16. Equal Opportunity

Independent Contractor shall insure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, gender, age, religion, national origin, sexual preference, gender identity, marital status, disability, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) and in addition, Independent Contractor must comply with the Americans with Disabilities Act.

17. Compliance with Laws

Independent Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Independent Contractor represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses,

permits, insurance and approvals which are legally required for Independent Contractor to practice its profession.

18. Entire Agreement

This Contract constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties. In the event of a conflict between the terms set forth in this Contract and the terms set forth in any exhibit to this Contract, the terms of this Contract shall govern over the terms of any exhibit.

19. Ownership of Documents

All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Independent Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City, upon payment to Independent Contractor for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Independent Contractor or to any other party. Independent Contractor shall, at Independent Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Independent Contractor are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

20. Licenses

Independent Contractor represents and warrants that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Independent Contractor to practice its profession. Independent Contractor represents and warrants to City that Independent Contractor 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 Independent Contractor to practice its profession.

21. 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.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT:

[INDEPENDENT CONTRACTOR]:

By: _____
[Mayor or City Administrator]

By: _____
[Title]

Attest:

Anna Brown, City Clerk

Approved as to form and legality: