



**COUNTY *of* VENTURA**  
County Executive Office  
Sustainability Division

**County of Ventura | County Executive Office | Sustainability Division**  
**800 South Victoria Avenue L#1940**  
**Ventura, CA 93009-1080**

**Request for Information**

Ventura County Regional Effort for Climate Action Planning  
Priority Greenhouse Gas Emissions Inventory and Related Items

**Release Date: July 25, 2023**

**Due Date: August 11, 2023**

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## **Section 1: General Information**

### **Project Name:**

Ventura County



Ventura County Regional Effort for Climate Action Planning (<sup>VC</sup>RECAP)

### **Background:**

The Environmental Protection Agency's (EPA) Climate Pollution Reduction Grants (CPRG) is a dual-phased grant program for planning and implementation. The first phase was a non-competitive planning grant for States, Metropolitan Statistical Areas (MSAs), Territories, and Tribes. The County of Ventura County Executive Office (CEO) Sustainability Division applied as the lead agency for the Oxnard-Thousand Oaks-Ventura MSA to receive a \$1M planning grant to develop a Regional Climate Action Plan. There are three (3) key deliverables for the planning grant which are 1) a Priority Climate Action Plan (PCAP), 2) a Comprehensive Climate Action Plan (CCAP), and 3) a Status Report at the conclusion of the grant period. The first key deliverable is due March 1, 2024. Work towards completing the PCAP will begin in late-July/early-August 2023. The County of Ventura will be working with cities, agencies, and community-based organizations (CBOs)/non-profit organizations in the Ventura County Region to complete the key deliverables for the CPRG Planning Grant.

### **Scope of Work:**

The County of Ventura seeks assistance from a consultant to complete the elements associated with the first key deliverable of a Priority Climate Action Plan for the Climate Pollution Reduction Grants Planning Phase. The work will consist of:

- Review EPA's CPRG website and the Tools and Technical Resources that are provided on the website to ensure the PCAP elements are completed to EPA's expectations.
- Development of a GHG Inventory of priority sectors for the Ventura County region and related elements such as, but not limited to:
  - GHG emissions projections.
  - GHG reduction targets.
  - Quantified GHG reduction measures.
- Development of a comprehensive low-income/disadvantaged communities (LIDAC) benefits analysis that includes, but is not limited to:
  - Identification of LIDACs using mapping tools such as [CalEnviroScreen](#), Climate & Economic Justice Screening Tool ([CEJST](#)), and/or Environmental Justice Screening & Mapping Tool ([EJScreen](#))
  - Identification and description of the climate impacts or risks to LIDACS in the Ventura County region and the benefits to these communities associated with GHG reduction measures.

- Participation in the <sup>VC</sup>RECAP group (Virtual and In-Person) on a monthly basis or other frequency decided upon by the <sup>VC</sup>RECAP group.
- Maintaining consistent and timely communication with the County and <sup>VC</sup>RECAP partners. Communication to include, but not limited to:
  - Participate in a project kickoff meeting with the County and <sup>VC</sup>RECAP partners, to occur within 2 weeks of contract execution.
  - Schedule and lead project check-in meetings with the County project team on a bi-weekly basis or other mutually agreed upon frequency. The offeror will provide the agendas and the County will provide the minutes prior to check-in meetings.
  - Monitor and report on program progress, specifically on the development of the priority GHG inventory and LIDAC benefits analysis.

The selection of up to three (3) priority sectors will be designated by the <sup>VC</sup>RECAP Group. The <sup>VC</sup>RECAP Group is made up of the cities, agencies, and CBOs/non-profit organizations within the Ventura County region. The <sup>VC</sup>RECAP Group will select the sectors that encompass the most GHG emissions, offer the most regional collaboration, have a high impact on historically marginalized communities, and create the most reductions of GHGs. The implementation funding available for each sector will also be taken into consideration. The County intends to apply for implementation funds to continue the work of the PCAP.

The contract period will span from mid-August 2023 to late-March 2024. The County invites responses that offer a novel, localized approach to completing the work described above for the Ventura County region. The selected consultant will be hired using CPRG planning grant funding to complete the elements under the PCAP. The County estimates the budget for the work described above to be around \$50,000.

**Questions Regarding the RFI:**

For any questions regarding the RFI should be directed to the Project Manager, Victor Briones by email at [victor.briones@ventura.org](mailto:victor.briones@ventura.org). Questions, concerns, clarifications, or general information about the RFI will be accepted until 5:00pm on Friday, July 28, 2023.

**Project Timeline:**

Priority GHG Inventory	November 2023
Quantified GHG Reduction Measures	February 2024
Low Income/Disadvantaged Communities Benefits Analysis	March 2024
Priority Climate Action Plan	March 2024

## **Section 2: RFI Instructions**

**Offerors address the following in their Proposal in 10 pages or less:**

1. Submit a list of clients you have worked with to develop a GHG inventory.
2. Submit an example of a prior GHG inventory that most similarly relates to the requests outlined above.
3. What experience do you have working with historically marginalized communities (or low-income/disadvantaged communities)?
4. What experience do you have working with local governments?
5. Does your company have experience in grant writing? If the answer is yes, please provide an example of a prior grant application related to GHG reduction strategies, climate adaptations, or related projects.

### **Proposal Submission:**

An electronic proposal must be submitted by 5:00pm on Friday, August 11, 2023, to the Project Manager, Victor Briones by email at [victor.briones@ventura.org](mailto:victor.briones@ventura.org). Please use the subject line <sup>V</sup>CRECAP Proposal for your email submission.

### **Action Dates:**

RFI Published	July 25, 2023
Questions Accepted Through	August 4, 2023, by 5:00pm
Proposal Due	August 11, 2023, by 5:00pm
Application Review/Interviews	August 14, 2023 – September 1, 2023
Selection Made	September 5, 2023

### **Selection:**

The County of Ventura CEO Sustainability Division will make a selection based on the best interests of the Project Team after all factors have been evaluated. The selection will be made on September 5, 2023, and a written contract will be sent to the successful respondent. See Attachment A to review a sample contract by the County of Ventura.

**Attachment A**

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

C O N T R A C T

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by, and between, the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and \_\_\_\_\_ COMPANY, hereinafter called "Contractor."

W I T N E S S E T H

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

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing \_\_\_\_\_ services hereinafter described:  
NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

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

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto.

**2. PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

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

4. **NON-ASSIGNABILITY**

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

5. **TERM**

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

This Contract may, upon mutual agreement, be extended for up to **two (2)** additional **one (1)** year periods.

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

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

6. **TERMINATION**

The County Purchasing Agent may terminate this Contract at any time for any reason by providing 10 days' written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or

computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

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

7. **DEFAULT**

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

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

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

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County, including all of its boards, agencies, departments, officers, employees, agents and volunteers, 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, will 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.
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- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
  - C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
  - D) The County, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
  - E) Contractor agrees to waive all rights of subrogation against the County, Its Boards, Agencies, Departments, any applicable Special Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this Contract.
  - F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
  - G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
    1. Certificates of Insurance for all required coverage.
    2. Additional Insured endorsement for General Liability Insurance.
    3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

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

## 10. **NON-DISCRIMINATION**

- A) General.

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

B) Employment.

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

11. **SUBSTITUTION**

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

12. **INVESTIGATION AND RESEARCH**

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

13. **CONTRACT MONITORING**

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

14. **ADDENDA**

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

15. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or

degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

16. **CONFIDENTIALITY**

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

17. **NOTICES**

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

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

TO CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons 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. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this Contract. No contract, statement, or promise not contained in this Contract will be valid or binding.

19. **ORDER OF PRECEDENCE (OPTIONAL, OMIT IF NOT APPLICABLE)**

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.

This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties. In the event of an inconsistency in this Contract, the inconsistency shall be resolved in the following order:

1. This Contract;
2. County of Ventura RFP #
3. Contactor's proposal dated \_\_\_\_\_

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, will 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 will remain in full force and effect and will 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 will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

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 will be construed to be both a covenant and a condition.

25. **LIVING WAGE ORDINANCE**

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

Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of health benefits as defined in the LWO. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such Subcontractor to the County within 90 days of the execution of the Subcontract. Contractor's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contain in Section 4957 concerning compliance with the LWO.

26. **ACCESS TO AND USE OF COUNTY TECHNOLOGY**

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

IN WITNESS WHEREOF the parties hereto have executed this Contract.

**COUNTY OF VENTURA**

**CONTRACTOR\***

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

**CONTRACTOR\***

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

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

## EXHIBIT "A"

### CONTRACTOR RESPONSIBILITIES

See Exhibit A Scope of Work

### COMPENSATION SCHEDULE

Payment terms are typically Net 30 Days, in arrears for services rendered or deliverables based. Upfront payments are allowed in limited situations. Reimbursement for travel and expenses are to be in accordance with the County's expense reimbursement policy (Administrative Manual).