

POLK COUNTY EMERGENCY MANAGEMENT COMMISSION

RFP 2012-HMGP

REQUEST FOR PROPOSAL

MULTI-JURISDICTION HAZARD MITIGATION PLAN (UPDATE)

1 October 2012

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PART I VENDOR INFORMATION

1.1 Intent

- A. The Polk County Emergency Management Commission in Iowa, hereafter known as The Commission, is soliciting proposals from firms with relevant experience to provide a proposed solution in the area of a multi-jurisdictional hazard mitigation planning services (hereafter referred to as planning services) consistent with current federal and state planning requirements. Jurisdictions making up the Commission include unincorporated Polk County, Iowa and the municipalities of Alleman, Altoona, Ankeny, Bondurant, Clive, Des Moines, Elkhart, Grimes, Johnston, Mitchellville, Pleasant Hill, Polk City, Runnells, Urbandale, West Des Moines, and Windsor Heights.
- B. This Request for Proposal (RFP) provides detailed instructions for Vendors interested in supplying the requirements of this proposal. It contains the specifications for the services to be provided and the terms and conditions.

1.2 Inquiries

- A. Inquiries concerning this RFP must be directed to:

A.J. Mumm, Director
Polk County Emergency Management Agency
1907 Carpenter Avenue
Des Moines, IA 50314
Ph.: 515-286-2107
Email: aj.mumm@polkcountyiowa.gov
- B. In all cases, no verbal communications shall override written communication or the contents of this RFP.

1.3 Receiving of Proposals

- A. Sealed proposals will be received until **December 28, 2012 4:00 PM – Central Time Zone**. Proposals received after 4:00 p.m. will not be considered and will be returned unopened to the Vendor.

B. Proposals are to be submitted to:

Polk County Emergency Management Agency
1907 Carpenter Avenue
Des Moines, IA 50314

1.4 Filing of Proposals

The packages in which the Proposal responses are provided to Polk County Emergency Management Agency shall be labeled as follows:

Vendor Name and Address
Request for Proposal 2012-HMGP

- A. The original of the Vendor's response will be packed separately and marked as the original on both the response and the outside of the package. The original shall remain in archive with the Commission for a period of three (3) years. Three (3) additional copies of the Vendor's response will be packed together and the package marked accordingly.
- B. Cost Proposal: Any reference to cost and the cost proposal shall be packaged in a separate sealed envelope. This will allow the evaluation committee to evaluate the proposal and the cost separately and objectively.
- C. An officer of the Vendor, or a designated agent empowered to bind the Vendor in contract, shall sign the proposal and any clarification to the proposal.

1.5 Official Clock

The official clock is the time clock located in the Polk County Emergency Operations Center located at 1907 Carpenter Ave, Des Moines, IA 50314.

1.6 Delay in Receipt of Proposal

Polk County accepts no responsibility for delays in the receipt of your proposal due to mail delivery, messenger services, or any other method of delivery. The responsibility for timely proposal delivery rests with the Vendor.

1.7 Bid Opening

All proposals will be opened in the Polk County Emergency Management Agency office located at 1907 Carpenter Ave., Des Moines, Iowa on **January 4, 2013.**

1.8 Bid Review

All proposals will be reviewed in a timely manner. A list of approved firms will be compiled. All respondents will receive notification of their status when the finalists are selected. All finalists should be prepared for an on-site interview.

1.9 Rejection of Proposals

The Commission reserves the right to reject any or all proposals in whole or in part, to waive irregularities, and to accept proposals which appear to be in the best interest of the Commission and its members.

1.10 Failure to Comply

Failure to supply any information requested to accompany proposals may be cause for rejection of the proposal as noncompliant. The Commission reserves the right to request additional information if clarification is needed. Both the request and the response shall be in writing.

1.11 Proposal in Force

All proposals shall be firm for a period of 120 days after bid opening date to allow the committee to fully evaluate all proposals and to make an award deemed in the best interest of the Commission.

1.12 Disclosure of Proposal Content

The laws of the State of Iowa require that all proposals be placed in the public domain and be opened to inspection by interested parties. Trade secrets of proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, the Commission will notify the Vendor to permit the Vendor to defend the proprietary nature of the information.

1.13 Gratuities

The laws of the State of Iowa provide that it is a felony to offer, promise, or give anything of value to a County/Commission employee or agent acting on behalf of the Commission with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be turned over to the County Attorney's Office.

1.14 Reporting of Anticompetitive Practices

When for any reason collusion or other anticompetitive practices are suspected among Vendors or bidders, the Commission shall prepare a notice of the relevant facts which shall be transmitted for review and possible involvement of the Office of the County Attorney.

1.15 Award

The Commission reserves the right to award this contract not necessarily to the firm with the lowest cost but to the firm which will provide the best match to the requirements of this RFP. The successful Vendor will be determined using the criteria contained in Part IV.

1.16 Conflict Between Terms

The Commission reserves the right to accept or reject any exception taken by the Vendor to the terms and conditions of this request for proposal.

1.17 Proposal Expenses

Expenses incurred in preparation of the proposal responses, conference attendance, site visits, or any other reason or function for the Vendor to respond to this RFP shall be the responsibility of the Vendor.

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**PART II
TERMS AND CONDITIONS**

2.1 Termination

- A. Termination for causes: The Commission may terminate the agreement resulting from this request at any time that the Vendor fails to carry out its provisions or to make substantial progress under the terms specified in this request and the resulting proposal.
 - 1. The Commission shall provide the contractor/Vendor with thirty (30) day's notice of conditions endangering performance.
 - 2. The Commission shall be obligated only for those services rendered prior to the day of notice of termination, less any liquidated damages that may be assessed for nonperformance.
- B. With the mutual agreement of both parties upon receipt and acceptance of not less than thirty (30) day's written notice, the agreement may be terminated on an agreed date prior to the end of the contracted period without penalty to either party.

2.2 Warranty Against Contingent Fees

The Vendor warrants that no person or selling agency has been employed or retained to solicit and secure this contract upon an agreement of understanding for commission, percentage, brokerage, or contingency excepting bona fide employees or selling agents maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the Commission shall have the right to award this contract without liability, or in its discretion, to deduct from the contract price, or to otherwise recover the full amount of such, percentage, brokerage, or contingency.

2.3 Changes

Changes in provisions or services to be furnished under this proposal may be made only in writing and must be approved mutually by the Vendor and The Commission.

2.4 Immunity From Liability

Every person party to this agreement is hereby notified and agrees that the Commission and any funding source for the Commission are immune from liability and suit for or from Vendor's activities involving third parties and arising from this proposal.

2.5 Waiver of Informalities

The Commission reserves the right to waive any and all informalities in proposals if such waiver does not substantially change the offerer or provide a competitive advantage to any offerer.

2.6 Exclusive Agreement

The Agreement which results from this proposal solicitation constitutes the exclusive agreement between parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements, either written or oral. The terms and conditions hereof may not be altered without prior written consent of both parties.

2.7 Remedies Upon Default

In any case where the Vendor has failed to deliver or has delivered nonconforming goods or services, the Commission shall provide a cure notice. If after notice the Vendor continues to be in default, the Commission may procure services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting Vendor. The Polk County Attorney or Authorized Legal Representation that has been approved by the Commission shall be requested to make collection from the defaulting Vendor.

2.8 Acts of God

Vendor shall not be considered to be in default under this agreement, if performance is delayed or made impossible by an act of God, floods, fires, strikes, and similar events; but in each such case, the delay or impossibility must be beyond the control and without the fault or negligence of Vendor.

2.9 Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the Commission.

2.10 Indemnification

Vendor shall defend, indemnify, and hold harmless Polk County, the Commission assignees, and other users of the goods from and against any claim of infringement of any letter patent, trade names, trademark, copyright, or trade

secrets by reason of sale or use any articles purchased hereunder. The Commission shall promptly notify Vendor of any such claim.

2.11 Discrimination and Affirmative Action

- A. Vendor shall comply with the provisions of federal, state, and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. Vendor shall have an affirmative action plan and shall provide the Commission with reports required to insure compliance with equal employment legislation and regulations if requested. Vendor shall insure that all authorized sub-Vendors comply with the provisions of this clause.
- B. A copy of the Bidder's "Affirmative Action Plan" must be made available to The Commission upon request.

2.12 Joint Proposals

If a joint proposal is submitted by two or more Vendors, it shall define completely the responsibilities, which each party is proposing to undertake. The proposal shall be signed for each firm by a principle or officer authorized to bind in a contract. The proposal shall designate one of the joint Vendors to serve as a sole point of contact between the Commission and the joint Vendor's. The contract resulting from the joint proposal shall be signed by principals or officers of all Vendors participating in the offer. The Commission shall hold the contractors jointly responsible for carrying out all activities required by the contract.

2.13 The Resulting Contract or Contracts

All parts of the Request For Proposal, the contents of the Vendor's proposal response, and any clarification thereto submitted by the successful Vendor shall become part of the contractual obligation and incorporated by reference into the ensuing contract document.

2.14 Security of Data

- A. Some data files of the Commission member agencies are of a confidential nature. The Vendor's employees shall be allowed access to these files only as needed for their duties related to the contract and in accordance with the rules established by the custodian of the records. The Vendor shall maintain positive policies and procedures for safeguarding the confidentiality of such data and may be liable civilly or criminally under the privacy legislation for negligent release of such information.
- B. It is the obligation of both parties to this agreement to maintain as confidential any and all information of the other party to this agreement related but not limited to the business activities, methods, practices, systems, conditions, products, services, plans, markets, etc., and which is not public information. No dissemination of this information shall be made to anyone other than the parties of

this agreement and their necessary agents in the fulfillment of this agreement without prior approval of the other party.

- C. The Commission shall have the right to require the removal of any employee of the Vendors or subcontractor, if in the judgment of the Commission employees, removal shall be necessary in order to protect the interest and security of the Commission or its member jurisdictions.

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PART III SCOPE OF WORK

3.1 Background

The Polk County Emergency Management Commission is seeking a contractual service to complete an update to the countywide multi-jurisdictional hazard mitigation plan.

With an approximate population of 430,000, Polk County is a 600 square mile jurisdiction located in Central Iowa and includes both unincorporated and incorporated municipalities. Des Moines, Iowa's capital city, is the county's largest municipality (approximate population of 200,000) and is surrounded by several suburbs ranging in population from 5,000 to 60,000. The urbanized area of the Des Moines Metropolitan Area spills into two adjacent counties (Dallas County to the west and Warren County to the south). The proposed capability should consider all of Polk County as well as the incorporated areas that exist in both Polk County and adjacent counties. To serve this population Polk County has a countywide emergency management agency.

3.2 Capability Definition

Hazard mitigation planning is the process of determining how to reduce or eliminate the loss of life and property damage resulting from natural and human-caused hazards. Four basic phases are used for the hazard mitigation planning process.

Phase 1: Organize Resources – Coordination among agencies and organizations.

Phase 2: Assess Risks – Identify hazards, profile hazards, assess vulnerability, and estimate potential losses.

Phase 3: Develop the Mitigation Plan – Documentation of the planning process, local hazard mitigation goals, identification and analysis of mitigation actions, and identification of potential funding sources.

Phase 4: Implement the Plan and Monitor Progress – Polk County Emergency Management Agency staff would take the deliverables and work with local governments and the Polk County Emergency Management Agency to adopt the plan and monitor implementation and progress.

3.3 Project Outcome

The outcome of a mitigation planning grant award must be a FEMA-approved multi-hazard multi-jurisdictional mitigation plan that complies with the requirements of the Federal Emergency Management Agency's Hazard Mitigation Grant Program (HMGP).

Specific guidance on eligible and ineligible activities for planning purposes can be found in FEMA's Hazard Mitigation Assistance Unified Guidance.

Plan updates according to the mitigation planning regulation in the 44 CFR Section 201.6 (d)(3) require plans to be resubmitted for FEMA approval within five (5) years in order to continue to be eligible for mitigation project grant funding.

Scope of work must be completed and delivered to Polk County Emergency Management Commission on or before July 1, 2014. This includes the local adoption and FEMA approval process. The date the existing plan expires is July 9, 2014.

3.4 Capabilities and specifications to address in the proposal should include items below. For proposal comparison purposes, format the proposal to address the ability to complete the following elements.

- 1) Requirements upon completion:
 - a. Formal adoption of the plan by governing authority for all jurisdictions and the Commission.
 - b. Approval by FEMA
 - c. Mitigation data worksheet will be completed during the planning process. This will identify potential measures, identify local capabilities, and calculate loss estimates for hazards. The format for complete this task will be provided by Iowa HSEMD.
- 2) Plan process:
 - a. Organization of group or committee to develop the hazard mitigation plan. Commission will assist Vendor as requested.
 - b. Organizations invited to participate in plan development to include:
 - i. Government (local, state, federal) to include local representatives from each jurisdiction and bordering jurisdictions
 - ii. Community leaders
 - iii. Business leaders
 - iv. Educators to include all school districts in each jurisdiction
 - v. Hospital and healthcare leaders
 - vi. General public
- 3) Describe the process for plan development, clearly demonstrating that applicable regulatory requirements will be met. Document in detail the activities the jurisdiction will complete to update each section (planning process, participation efforts, risk assessment, mitigation strategy, and plan implementation) of plan.
- 4) Completion of a thorough review of each section of the previous plan. This will include the incorporation of the required comments from the FEMA crosswalk provided with the last plan update.
- 5) Incorporation of appropriate updates to address gaps in each section of the plan. The previously approved plan pointed out data limitations, identify actions to

obtain the data in the mitigation strategy and if any data deficiencies were identified they will be incorporated in to the new update.

- a. Mitigation planning elements to include in plan update based on comments from the approved plan crosswalk (7/09):
 - i. Assessing vulnerability: estimating potential losses and analyzing development trends
 1. The updated plan will describe vulnerability in terms of the types and numbers of future buildings, infrastructure and critical facilities located in the identified hazards areas.
 2. The updated plan will work to determine how best to indicate structures that are vulnerable to more than one hazard. The information on future structures will be based on the comprehensive plan or land use plan.
 3. The updated plan will provide the potential dollar losses to vulnerable structures. To the extent possible, the dollar loss will include structural losses, contents, and functional losses.
 4. The updated plan will provide a narrative description of the methodology used to provide the information to satisfy this element to include the types of information used, data limitations, and actions for obtaining the data to improve future risk assessments.
 5. The updated plan will include discussion of future land uses and types of development occurring or likely to occur in the jurisdiction and economic development issues for the communities.
- 6) Inclusion of any new/modified/updated information (including hazard, land use, and development trends). findings, research, risk data, etc. in each section of the plan; Review and revise the plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities.
- 7) A discussion of how the plan was implemented since the approval of the last plan.
- 8) A discussion of whether the plan update process in the existing plan will be followed or what modifications to that process will be incorporated; Describe any changes in how, when, and by whom the plan will be monitored, evaluated, and updated.
- 9) Community profiles to be completed for each participating jurisdiction.
 - a. Population and trends
 - b. Housing, commercial, and industrial trends
 - c. Critical facilities

- d. Special Flood Hazard Areas
 - i. Identification of residential, commercial and industrial structures located in the SFHA (number of structures only)
 - ii. NFIP participation
 - iii. Repetitive loss structures (number of structures only)
 - iv. NFIP policies in place (number of policies only)
- 10) Hazard Analysis and Risk Assessments: Committees will select hazards they consider most likely to impact each community for further consideration. All natural hazards identified in the state hazard mitigation plan will be considered at a minimum.
- a. River flooding
 - b. Tornadoes
 - c. Severe Winter Storms
 - d. Levee Failure
 - e. Thunderstorm and Lightning
 - f. Flash Flooding
 - g. Hailstorms
 - h. Dam Failure
 - i. Drought
 - j. Extreme heat
 - k. Grass/Wildland Fire
 - l. Windstorms
 - m. Sinkholes
 - n. Landslides
 - o. Earthquakes
 - p. Expansive Soils
- 11) Hazard profile/risk assessment
- a. Hazard definition
 - b. Hazard description
 - c. Historical occurrence
 - d. Probability
 - e. Vulnerability
 - f. Maximum geographic threat extent
 - g. Severity of impact
 - h. Speed of onset
- 12) Identification of vulnerable buildings in hazard areas in each jurisdiction.
- a. Identification of critical facilities
 - b. Critical facilities map
 - c. Identification of residential, commercial and industrial structures located in SFHA (number of structures only)

- d. Repetitive loss structures (number of structures only)
- 13) Mitigation strategies
- a. Development and identification of local hazard mitigation goals and objectives that focus on reducing the risks from identified hazards
 - b. Development and identification of specific hazard mitigation measures. This includes the development and identification of a comprehensive range of specific mitigation actions and projects that would reduce the effects from each hazard. Also include feasibility, prioritization, and probable or potential funding sources.
 - c. Development of a general description and analysis of the effectiveness of local mitigation policies, programs and capabilities.
 - d. Implementation of hazard mitigation measures. Identification of completed or current hazard mitigation measures for each jurisdiction.
- 14) Public participation, comment period, and public education.
- a. Prior to the beginning of the planning process, the public will be invited to participate in the planning process.
 - b. The general public will be notified of planning committee meetings and invited to attend or provide input throughout the planning process. The agenda of the planning committee meetings will be posted in a conspicuous place, such as City Hall, Public Library, Schools, etc., prior to meetings. Meeting notes will be posted following committee meetings.
 - c. Surrounding communities will be notified and invited to participate on the planning committee and to provide input throughout the planning process. The agenda of the planning committee meetings will be forwarded to surrounding community city officials with a request it be posted in a conspicuous place. All published public announcements will be placed in countywide publications.
 - d. Upon completion of the draft plan, one public participation opportunity will exist prior to public meeting to consider adoption of the plan. In addition, the Draft Plan will be available for at least a 30 day review period.
- 15) Plan maintenance and Review Continuation
- a. Plan monitoring, evaluation and updates: plan should be reviewed annually to determine program effectiveness; or, at a minimum, the plan should be reviewed and updated within 5 years of the date of FEMA approval.
 - b. Plan implementation through existing programs: As deemed appropriate by the jurisdictions, this plan shall be incorporated into existing or proposed development of comprehensive plans, land-use plans, and the appropriate programs that accompany such.

- c. Continuation of public involvement: process will be established to ensure opportunities for continued public participation such as annual reviews or when the plan is reviewed prior to its 5 year anniversary.
- 16) Sample agenda (note that meetings can be consolidated or split wherever practical)
- a. Meeting 1: With the participating jurisdictions to explain the purpose of mitigation plan, the planning process, composition of the planning committee and getting the public involved. Participating jurisdictions will announce beginning of planning process, formation of the planning committee and invite representatives from business, education, health services, other organizations and the general public to participate in the process. Neighboring communities will also be notified and invited to provide input.
 - b. Meeting 2: Review purpose of mitigation plan, the planning process and public involvement. Establish schedule and agenda for future meetings. Explain hazard analysis/risk assessment process and information needs for next meeting.
 - c. Meeting 3: Review Communities' Profile information. Identify hazards that may impact communities.
 - d. Meeting 4: Hazard analysis/risk assessment. Review information regarding the hazards (Vendor will provide data and preliminary worksheet based on research and information gathered with the assistance of the community and County EMC.) Select hazards to include in the plan. Conduct hazard analysis/risk assessment following Iowa Hazard Analysis Risk Assessment (HARA) guidelines:
http://www.iowahomelandsecurity.org/Programs_Hazard_Mitigation_Plan.html
 - e. Meeting 5: Complete HARA and Identify Mitigation Strategies. Vendor will provide a draft HARA prior to meeting to each committee member and to the jurisdiction for public review. Review HARA draft, modify (as necessary) and "rate" hazards using a scale consistent with the one contained in the Iowa HARA guidance. Rank hazards. Identify goals and objectives. Identify possible mitigation measures.
 - f. Meeting 6: Discuss current mitigation activities. Select mitigation measures for further review and evaluation. Evaluate mitigation measures using STAPLEE process. Review includes identifying primary responsible party, estimated cost, and implementation timeline. Select mitigation measures to recommend to the jurisdiction. Identify measures requiring further review. *See pg. 15 of Applicant Handbook for State of Iowa HMGP Planning Grants for STAPLEE definition.
 - g. Meeting 7: Select mitigation measures to recommend to the jurisdiction. Prior to the meeting, Vendor will provide committee members a Draft

Goals-Objectives-Mitigation Strategy Section for their review and comment. Modifications provided by the jurisdiction and committee members prior to the 6th Meeting will be incorporated into a revised draft. Review draft, modify (as necessary), and select.

- h. Meeting 8: Public meeting. Community adopts Plan. Upon completion of draft revisions, the planner will provide a revised draft to committee members. The Community will announce a revised draft is available for review and comment by the public. The committee will review and modify the Plan if necessary. The Community will forward requested changes. At least one month prior to the scheduled public meeting, the planner will provide a complete draft of the Local Hazard Mitigation Plan. The Community will announce the plan is available for review prior to the scheduled public meeting.

All meetings will be conducted in compliance with the Iowa Open Meeting Law - Iowa Open Meeting Law, Iowa Code, Chapter 21. Iowa's Open Meeting Law "seeks to assure, through a requirement of open meetings of governmental bodies, that the basis and rationale of governmental decisions, as well as those decisions themselves, are easily accessible to the people." All actions and discussions at meetings of governmental bodies, whether formal or informal, including work sessions, must be conducted in open session unless exceptions or exemptions are specifically provided by law. "Open session" means a meeting to which all members of the public have access.

The definition of "governmental bodies" includes school boards and any joint board established with other school districts, cities, counties or other units of government. Advisory committees created by statute are subject to the open meetings law whether or not they make recommendations on public policy issues. Advisory committees that are board-created are subject to the open meetings law if they develop and make recommendations on public policy issues. Since it is unlikely that a board would appoint or create an advisory committee that doesn't make recommendations on public policy issues, it is safe to say that all board-created or board-appointed advisory committees are subject to the open meetings law. Any ambiguity should be resolved in favor of openness.

"Meeting" means a gathering in person or by electronic means, formal or informal, of a majority of the members of a governmental body where there is deliberation or action upon any matter within the scope of the governmental body's policy-making duties. Gatherings for purely social purposes or purely ministerial duties (mandatory acts requiring no discretion or judgment) when there is no discussion of policy, are exempt from the open meetings law (21.2).

3.5 Potential Vendor Conference

A vendor conference is not planned at this time. However, if the need arises due to unforeseen lack of clarity in this RFP, a vendor conference may be scheduled at the discretion of the Commission. It is recommended that any vendors considering submission of a proposal contact the Polk County Emergency Management Agency by phone or email to be notified of any potential vendor conferences.

Polk County Emergency Management Agency
1907 Carpenter Ave.
Des Moines, IA 50314

AJ.Mumm@polkcountyiowa.gov
515.286.2107

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**PART IV
SELECTION PROCESS**

- 4.0 Proposals shall be reviewed by a selection committee. The selection committee shall be all or any of the following: The Commission's Executive Committee and the Emergency Management Agency Staff.
- 4.1 The Selection Committee will review the proposal responses depicting qualifications and select for further consideration firms that will be given an opportunity for an on-site interview session. At the time of selection for interview, firms will be provided additional instructions for information to be presented to the Commission's Executive Committee. Those firms not selected for further considerations will be notified.
- 4.2 The committee shall select firms to be interviewed. The firms selected for interview shall be notified of their invitation to make a presentation.
- 4.3 The Commission reserves the right to award this contract not necessarily to the firm with the lowest cost but to the firm that will provide the best match to the requirements of this RFP. The successful Vendor will be determined using the criteria detailed in section 4.4.
- 4.4 In addition to items in Section 3.4 of this Request for Proposal, the section committee will be evaluating the following criteria:
- A. The firm shall have demonstrated experience in the development and provision of a compliant Multi-Jurisdictional Disaster Mitigation Plan according to existing federal and state standards.
 - B. Vendor's size, history, personnel, special expertise and general credits. Include firms experience with emergency management, community planning, public safety, or other relevant experience.
 - C. Company organization and qualification: Adequacy of facilities and staff, recent relevant research and performance record, ability to commit staff and consultants within the time required.
 - D. Technical qualifications relating to professional personnel to be assigned to this work, including educational background and prior experience in related projects.
 - E. Demonstrated ability to maintain schedule and meet due dates.
 - F. Adequacy and completeness of proposal document as it relates to RFP provisions.

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**PART V
FORMAT OF PROPOSAL**

- 5.0 All proposals submitted in response to this request should include the following headings to assist evaluation. These proposals should be clear and to the point. Performance on past projects will also be evaluated.
- 5.1 Identification Information:
- A. The name, address, telephone and fax numbers and an e-mail address of the firm
 - B. Description of the type of corporate structure and year of origin
 - C. Names of the principles of the firm.
- 5.2 Basic Qualifications
- Respond specifically to items in Section 3.4 of this RFP.
- 5.3 Criteria Response
- Respond specifically to items in Section 4.4 of this RFP.
- 5.4 Understanding
- Describe your understanding of this project.
- 5.5 Approach
- Describe the approach and methodology your firm will use in this specific project.
- 5.6 Products Delivered and Services Provided
- Include listing of products to be delivered and services that will be provided on-site and off-site.
- 5.7 Outside Assistance
- List outside associates and consultants proposed for this project. Include their background and experience.

5.8 References

Each firm shall provide a list of three (3) clients where a similar requested scope of work was used, and the firm was selected as Vendor for the project. Some or all of these customers may be contacted. Include the following information for each reference:

- A. Name of Jurisdiction/Organization
- B. Address
- C. Contact Person
- D. Telephone and Fax Numbers
- E. Email Address

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**PART VI
FORMAT OF COST PROPOSAL**

Cost Proposal shall be enclosed in a separate sealed envelope to allow for separate comparison of capability and costs. For proposal comparison purposes, components should be itemized where possible.

TOTAL INITIAL PROJECT COST:

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*Include this with the other documents.

The undersigned, an authorized representative of _____ (bidder), does hereby state that the Bidder acknowledges, understands and certifies compliance with the following requirements.

A. NONCOLLUSION

This proposal or bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner directly or indirectly sought by agreement or collusion, or communication, or conference with any person, to fix the bid price of affiant or of any other bidder, and that all statements in said proposal are true.

B. EQUAL EMPLOYMENT AND NONDISCRIMINATION

Bidder and his subcontractors shall comply with the relevant provisions of federal, state, and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, national origin or disability.

The above statements regarding NONCOLLUSION, EQUAL EMPLOYMENT AND NONDISCRIMINATION are condensed version of the requirements of this bid or proposal. The complete texts of these requirements can be requested by the bidder.

Name (Please Print)_____.

Authorized Signature_____Date_____.

Title_____Phone_____.

FAX_____.

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Contract Clause Requirements

OMB Circular A-102 & 44 CFR Section 13.36(i) Contract Provisions

Grantee and subgrantee contracts have a statutory requirement to include certain language in their contracts to be in compliance with 44 CFR Section 13.36 (i) Contract Provisions.

These provisions need to be addressed and or identified in *ALL* contracts awarded for work as part of a mitigation grant (HMGP, FMA, and PDM). There are several options to address this requirement.

1. Interpret the 13 provisions and develop your own language based on the applicable provisions and include it in the contract(s).
2. Copy the 13 provisions word for word (less the provision(s) that may not be applicable) and include it in the contract(s).
3. Reference that all work completed as a result of a contract will be in compliance with 44 CFR Section 13.36 (i) Contract Provisions and include a copy of the exact language from the CFR.

All contracts between subgrantees and contractors (in accordance with the State grant agreement) will be reviewed and approved by HSEMD prior to award. This review ensures that the statutory requirements outlined in 44 CFR section 13.36(i) have been met.

(i) ***Contract provisions***. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. **(Contracts more than the simplified acquisition threshold)**

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. **(All contracts in excess of \$10,000)**

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). **(All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)**

(4) Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **(All contracts and subgrants for construction or repair)**

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR Part 5). **(Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)**
***DOES NOT APPLY TO DISASTER FUNDING**

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). **(Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)**

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). **(Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)**

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871). [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995]