

**STORY COUNTY LOCAL EMERGENCY PLANNING COMMITTEE**

**RFP 2015-01**

**REQUEST FOR PROPOSAL**

**Hazardous Materials Commodity Flow Study**

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# STORY COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

## RFP 2015-01

### Hazardous Materials Commodity Flow Study

#### PART I VENDOR INFORMATION

##### 1.1 Intent

- A. Three Local Emergency Planning Committees are joint applicants of a grant through the United States Department of Transportation for Hazardous Materials Emergency Preparedness. The three counties involved are Marshall, Polk and Story Counties. Because of this association this is a joint project. The Story County Local Emergency Planning Committee in Iowa, hereafter known as the LEPC is soliciting proposals from firms with relevant experience to provide a hazardous materials commodity flow study.
- B. Jurisdictions making up the LEPCs include:
  - a. 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. Unincorporated Story County and the municipalities of: Ames, Cambridge, Colo, Collins, Gilbert, Huxley, Kelley, Maxwell, McCallsburg, Nevada, Roland, Sheldahl, Slater, Story City, and Zearing.
  - c. Unincorporated Marshall County and the Municipalities of: Albion, Clemons, LeGrand, Liscomb, Laurel, Marshalltown, Gilman, State Center, Melbourne, Rhodes, Green Mountain, Haverhill, and Ferguson .
- C. 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:

Melissa Spencer, Deputy Coordinator  
Story County Local Emergency Planning Committee  
C/o Story County Emergency Management Agency  
900 6<sup>th</sup> Street  
Nevada, IA 50201  
Ph.: 515-382-7316  
Email: [mspencer@storycountyiowa.gov](mailto:mspencer@storycountyiowa.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 March 4<sup>th</sup>, 2015, **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:

Story County Local Emergency Planning Committee  
C/o Story County Emergency Management Agency  
900 6<sup>th</sup> Street  
Nevada, IA 50201

### 1.4 Filing of Proposals

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

Vendor Name and Address  
Request for Proposal 2015-01

- 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 LEPC for a period of three (3) years. Five (5) 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 capability of the system 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 located in the Story County Emergency Management office in the Story County Administration Building.

### 1.6 Delay in Receipt of Proposal

Story 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 Story County Emergency Management Agency office located at 900 6<sup>th</sup> Street, Nevada, IA on March 5<sup>th</sup>, 2015 **at 8:30 AM Central Time Zone.**

## 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 LEPC 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 LEPC 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 LEPC 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 LEPC.

## 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 LEPC 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/LEPC employee or agent acting on behalf of the LEPC 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 LEPC 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 LEPC 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 LEPC 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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### Hazardous Materials Commodity Flow Study

#### PART II TERMS AND CONDITIONS

##### 2.1 Termination

- A. Termination for causes: The LEPC 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 LEPC shall provide the contractor/Vendor with thirty (30) days' notice of conditions endangering performance.
  2. The LEPC 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 LEPC, 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 LEPC 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 LEPC.

##### 2.4 Immunity From Liability

Every person party to this agreement is hereby notified and agrees that the LEPC and any funding source for the LEPC 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 LEPC 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 LEPC shall provide a cure notice. If after notice the Vendor continues to be in default, the LEPC 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 Story County Attorney or Authorized Legal Representation that has been approved by the LEPC 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 LEPC.

## 2.10 Indemnification

Vendor shall defend, indemnify, and hold harmless Story County, the LEPC 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 LEPC 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 LEPC 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 LEPC 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 LEPC 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 LEPC 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 LEPC 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 LEPC shall have the right to require the removal of any employee of the Vendors or subcontractor, if in the judgment of the LEPC employees, removal shall be necessary in order to protect the interest and security of the LEPC or its member jurisdictions.

# STORY COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

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### Hazardous Materials Commodity Flow Study

#### PART III SCOPE OF WORK

##### 3.1 Background

The LEPC has identified the need to create and update information regarding the types and amounts of hazardous materials being moved within and across Marshall, Polk and Story Counties.

The Commodity Flow Study will identify and quantify hazardous substances that are transported along the major highway and railway routes of the three counties. The collection of commodity flow information related to hazardous materials is expected to provide a clear picture of the potential threat posed by the transport of these substances across these counties as well as provide the LEPC with guidance in preparing for and responding to future hazmat disasters.

It is the intent in completing this study is to strengthen the planning and response capabilities across each county. Specifically, this study will, through visual aids, (e.g., maps, charts and/or graphs) and written text a) identify and classify hazardous commodities being transported; b) identify the transportation routes most likely to be used to transport specific hazardous substances; c) determine the types of unique transportation containers used in the transport of these materials; d) assess the potential impact of hazardous substances released along the identified transportation routes, especially high population areas and key vulnerable facilities; and e) provide guidance to emergency responders, hazmat teams and officials regarding specialized training and response equipment needs for each county and suggest specific preventative measures required to effectively respond to transportation-related hazardous substance emergencies.

##### 3.2 Project Scope

As envisioned, this project will include, as a minimum, completion of the following tasks:

- A. Collection, analysis and categorization of survey and published data related to the transportation of Tier II hazardous substances within Marshall, Polk, and Story counties, included but not limited to information regarding:
  - the identification and classification of hazardous commodities being transported across Marshall, Polk and Story Counties;
  - the identification of transportation routes most likely to be used to transport specific hazardous substances;
  - the determination of the types of unique transportation containers used in the transport of these materials;

- the assessment of the potential impact of hazardous substances released along the identified transportation route, especially high populated area and key vulnerable facilities;
  - the provision of guidance to emergency responders, hazmat teams and officials regarding specialized training and response equipment needs in Marshall, Polk and Story Counties, and specific preventative measures required to effectively respond to transportation-related hazardous substance emergencies.
- B. Establishment of uniform impact standards and vulnerability zones along identified hazardous material transport corridors based upon the location of high population areas and such vulnerable facilities as hospitals, schools, day care facilities, nursing homes, etc,
- C. Preparation of individual county base and aerial maps of each TierII transportation zone with impacts zones for vulnerable facilities and populations. Mapping will be interactive and compatible with local GIS capabilities and should be vector data and compatible with ESRI shapefile formats.
- D. Creation of a separate county specific document for each county with a generic introduction, specific operational components for that county and county-specific data appendices. The vendor will provide three copies of each county specific document.
- E. A breakdown of projected 5 year trends in the transportation of hazardous materials across the counties;
- F. Preparation of a draft and final document for submission to the LEPC.

### 3.3 Expectations

At a minimum, the LEPC expects that this project will result in the following:

- that the contractor will work closely with each county's EMA Coordinator or designee and key businesses that transport and/or store hazardous material to insure that each county's existing Hazardous Material Response Plan can be accurately updated;
- that the project will be completed on time and within budget
- that the contractor will meet the following milestones
  - April 1, 2015 Contract Start
  - July 15, 2015 First Draft of Report due to LEPC
  - August 15, 2015 Final work product delivered
  - August 31, 2015 Final work product accepted by LEPC

### 3.4 Capability Outcomes and Guiding Objectives

- A. The Vendor will provide a Hazardous Materials Commodity Flow Study for the LEPCs to include the following sections:
  - a. Introductions
  - b. Identification of participating agencies
  - c. Methodology for gathering information
  - d. The vendor will provide a separate county specific document for each county with a generic introduction, specific operational components for that county and county-specific data appendices which will include information outlined in section 3.2- Project Scope.
  - e. The vendor will provide three copies of each county specific document to the LEPC.

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#### PART IV SELECTION PROCESS

- 4.0 Proposals shall be reviewed by a selection committee. The selection committee shall be the Story County LEPC Chairperson and the Emergency Management Coordinators or their designees from Marshall, Polk and Story Counties.
- 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 interview session. Those firms not selected for further considerations will be notified via mail.
- 4.2 The committee may select firms to be interviewed. The firms selected for interview may be notified of their invitation to make a presentation.
- 4.3 The LEPC 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 Sections 3.2 of this Request for Proposal, the selection committee will be evaluating the following criteria:
  - A. The firm shall have demonstrated experience in conducting hazardous materials commodity flow studies.
  - B. Vendor's size, history, personnel, special expertise and general credits. Include firms experience with emergency management, hazardous materials and 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. 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

Provide basic information relative to the firm's size, history, personnel, special expertise and general credits. Include firms experience with emergency management, hazardous materials and formulation of a Gap Analysis.

- A. The firm shall have demonstrated experience in conducting similar commodity flow studies.
- B. Vendor's size, history, personnel, special expertise and general credits. Include firms experience with emergency management, hazardous materials and 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.

Adequacy and completeness of proposal document as it relates to RFP provisions

5.3 Criteria Response

Respond specifically to items A-F in Section 3.2 of this RFP and a fee proposal as requested in Part VI.

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: \_\_\_\_\_

OTHER SERVICE COSTS: \_\_\_\_\_

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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 may be requested of the bidder.

Name (Please Print)\_\_\_\_\_.

Authorized Signature\_\_\_\_\_Date\_\_\_\_\_.

Title\_\_\_\_\_Phone\_\_\_\_\_.

FAX\_\_\_\_\_.