

**REQUEST FOR PROPOSALS**  
**CONSULTANT SERVICE TO DEVELOP THE COUNTYWIDE HAZARD MITIGATION PLAN UPDATE**  
**PART I**  
**GENERAL**

**1. PURPOSE**

Clinton County, Pennsylvania seeks proposals from qualified consultants to provide assistance for development and completion of a FEMA approved Hazard Mitigation Plan Update (HMP) to fulfill federal, state and local hazard mitigation planning responsibilities.

**2. DEFINITIONS**

The following terms used throughout this Request for Proposals shall be defined as follows:

**Agreement** - A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services and obligating the County to pay for it.

**County** - The County of Clinton, Pennsylvania.

**Deliverables** - The goods, products, materials, and/or services to be provided to the County by Vendor.

**Goods** - Materials, supplies, commodities, intellectual property/work product and equipment.

**Improvement** - Any work or modification to County property that adds to the overall value of the property.

**Proposal** - Complete, properly signed response to this Request for Proposals that, if accepted, would bind the Respondent to perform the resulting contract.

**Respondent** - Any person and entity that submits a proposal.

**Services** - The furnishing of labor, time, or effort by the Vendor pursuant to the Agreement.

**Subcontractor** - Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor's obligations arising from the Agreement.

**Vendor** - A person or business enterprise providing goods, equipment, labor and/or services to the County as fulfillment of obligations arising from the Agreement.

### **3. CONFLICT OF INTEREST**

Any Respondent shall disclose any affiliation or business relationship that might cause a conflict of interest with the County. Any intentional or unintentional concealment or obfuscation of a conflict of interest shall result in the disqualification of the Respondent's Proposal.

### **4. COUNTY CONTACT**

All questions, clarifications or requests for general information are to be directed to:

William L. Frantz  
(Applicant Agent for Clinton County)  
Emergency Management Coordinator  
311 Frederick St. Suite A  
Lock Haven, PA 17745  
(570) 893-4090 X 3406  
bfrantz@clintoncountypa.com

The individual above may be contacted for clarification of the specifications of the Request for Proposals only. No authority is intended or implied that specifications may be amended or alternates accepted prior to closing date without written approval of the County. Under no circumstances will private meetings be scheduled between any Respondent and County staff.

### **5. EX PARTE COMMUNICATION**

Please note that to insure the proper and fair evaluation of a proposal, the County prohibits ex parte communication (i.e., unsolicited) initiated by any Respondent to a County official or employee evaluating or considering the proposals prior to the time a formal decision has been made. Questions and other communication from Respondents will be permissible until 5:00 p.m. on the day specified as the deadline for questions. Any communication between any Respondent and the County after the deadline for questions will be initiated only by the appropriate County official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration of the Proposal then in evaluation, or any future proposals.

**PART II  
INSTRUCTIONS**

**1. PROPOSAL SCHEDULE**

It is the County's intention to comply with the following timeline:

Request for Proposals released: June 26, 2017  
Deadline for questions: July 7, 2017  
County responses to all questions/addendums: July 14, 2017  
Responses for RFP/bids are due by 9:00 AM on July 27, 2017

**All questions regarding the RFP shall be submitted in writing by 5 P.M. on July 7, 2017.**

Questions shall be submitted to the County contact named above.

**NOTE:** These dates represent a tentative schedule of events. The County reserves the right to modify these dates at any time, with appropriate notice to prospective Respondents through notification by letter, email and/or posting on the County webpage.

**2. PROPOSAL DUE DATE**

Signed and sealed proposals are due no later than 9:00 AM on July 27, 2017, to the Office of the Clinton County Commissioners. Mail or carry sealed proposals to:

Clinton County Board of Commissioners  
Attn: Chief Clerk  
232 E. Main St.  
3<sup>rd</sup> Floor  
Lock Haven, PA 17745

Proposals received after this time and date will not be considered. Sealed Proposals should be clearly marked on the outside of packaging with the RFP title, due date and "**DO NOT OPEN**". Facsimile or electronically transmitted Proposals are **not accepted**. Late Proposals properly identified will be returned to Respondent unopened if return address is provided.

**3. PROPOSAL SUBMISSION REQUIREMENTS**

To achieve a uniform review process and obtain the maximum degree of comparability, the Proposals shall be organized in the manner specified below. Proposals shall not exceed twelve (12) pages in length (excluding resume, title page(s) and index/table of contents, attachments or dividers). Information in excess of the pages allowed will not be evaluated. One page shall be interpreted as one side of a single-spaced, typed, 8 ½" X 11" sheet of paper.

**Title Page** (1 page): Show the RFP title, the name of your firm, address, telephone number(s), name of contact person and date.

**Letter of Transmittal** (1 page): Identify the RFP project for which the Proposal has been prepared. Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address and telephone numbers. The letter of transmittal shall

be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individual(s) signing the Proposal must be clearly shown immediately below the signature.

**Table of Contents** (1 page): Clearly identify the materials by section and page number.

**Proposal Narrative** (limited to 10 total pages):

- Previous Performance/Experience
- Provide detailed information on experience with previous Disaster Mitigation Plans and Plan updates including knowledge of current FEMA plan requirements.
- Provide a representative list of projects of a scale and complexity similar to the project being considered by the County. The list should include the project location, client, services provided by your firm for the project, term of services and an owner contact name.
- Provide at least three references for which your firm has provided the same or similar services. Include a point of contact, current telephone number and a brief description of the services provided. Any negative responses received may result in disqualification from consideration for award. **Failure to include references with submittal may result in disqualification from consideration for award.**
- Identify key project staff, task leaders and sub-consultants along with their expected services for the scope of work on behalf of the firm. Resumes should be included for each of the individuals and sub-consultants referenced which demonstrate their qualifications to satisfy all the critical and service requirement areas. The County reserves the right to approve or disapprove all sub-consultants prior to any work being performed.
- Provide information on size, resources and business history of the firm. Provide information on personnel resources available to your firm, which indicates that you have access to the services necessary to perform the work in the time available and within the required standard. Describe the firm's location where the primary services are to be provided and the ability to meet in person with County personnel when required during the performance of the Agreement.
- Project Understanding and Methodology  
Consultant shall demonstrate a thorough knowledge and understanding of natural and manmade hazards, and the Commonwealth of Pennsylvania and FEMA's requirements for Disaster Mitigation Plans.

Submit one (1) original and three (3) copies of materials that demonstrate Respondent's experience in performing services of this scale and complexity. It is recommended that Proposals not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the County.

#### **4. DISCLOSURE OF LITIGATION**

Respondent shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Respondent or in which the Respondent has been judged guilty.

#### **5. CONFIDENTIALITY OF CONTENT**

All Proposals submitted in response to this RFP shall be held confidential until a contract is awarded. Following the contract award, proposals are subject to release as public information unless the proposal or specific parts of the proposal can be shown to be exempt from the Pennsylvania Right to Know Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The County assumes no obligation or responsibility for asserting legal arguments on behalf of Respondents. If a Respondent believes that a Proposal or parts of a Proposal are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term “**CONFIDENTIAL**” on that part of the Proposal which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Proposals and parts of Proposals that are not marked as confidential will be automatically considered public information after the contract is awarded.

#### **6. CLARIFICATION OF PROPOSALS**

The County reserves the right to request clarification or additional information specific to any Proposal after all Proposals have been received and the RFP close date has passed.

#### **7. PROPOSAL PREPARATION COSTS**

All costs directly or indirectly related to preparation of a response to this Request for Proposals or any oral presentation required to supplement and/or clarify a Proposal which may be required by the County shall be the sole responsibility of the Respondent.

#### **8. EVALUATION CRITERIA**

All Proposals received shall be evaluated based on the best value for the County. In determining best value, the County may consider the following factors and weighting:

- Cost 10%
- Previous experience and past performance 30%
- Key project staff and sub-consultants 20%
- Available resource and consultant location 5%
- Project understanding and methodology 30%
- Any relevant criteria specifically listed in the solicitation 5%

## **9. EVALUATION PROCESS**

A team comprised of County staff and others as appropriate will review the responses to the RFP. Interviews and/or demonstrations may be conducted with any Respondent to discuss its qualifications, resources and ability to provide the service identified. Upon completion of the evaluation, the selection team may recommend a Respondent for award of the project or service identified.

An agreement with the recommended Respondent may then be negotiated. This process will be completed with the County Commissioners' authorization for the execution of the Agreement. The County reserves the right to negotiate with any and all Respondents. The County also reserves the right to reject any of all Proposals, or to accept the Proposal deemed most advantageous, or to waive any irregularities or informalities in the Proposal received and to revise the process as circumstances require.

**PART III  
SPECIFICATIONS**

**1. SCOPE OF WORK**

The County intends to contract with a qualified consultant to assist with the developing a Hazard Mitigation Plan to promote pre and post disaster mitigation measures, short/long range strategies that minimize suffering, loss of life and damage to property resulting from hazardous and potentially hazardous conditions to which citizens and institutions within the County are exposed; and to eliminate or minimize conditions which would have an undesirable impact on our citizens, the economy, environment and well-being of the County.

**2. CRITICAL REQUIREMENTS**

1. The County HMP shall meet or exceed requirements in the FEMA Local Mitigation Plan Review Guide dated October, 2011, and 44 CFR 201.6
2. The County HMP shall use the model plan outline in Appendix 1 of the Pennsylvania's All-Hazard Mitigation Planning Standard Operating Guide dated October 2011.
3. The vendor shall revise the HMP as required by PEMA and FEMA until FEMA provides Approval Pending Adoption.
4. Natural hazards assessed by this plan shall be coordinated with current FEMA approved version of State Hazard Mitigation plan at a minimum.
5. The Project shall be completed including FEMA approval (APA), no later than January 20, 2019.
6. The County HMP will be submitted to the State no later than ten (10) weeks prior to the end of the original performance period, so that the State can submit the plan to FEMA no later than six (6) weeks prior to January 20, 2019.
7. A complete and accurate FEMA Local Mitigation Plan Review Guide dated October, 2011 crosswalk will be submitted to the State and FEMA when review is requested.
8. A copy of the Agreement will be forwarded to the State with the first quarterly report following the award, along with a report from the Excluded Parties List System ([www.epls.gov](http://www.epls.gov)) showing that the chosen contractor is not currently excluded from doing business with the Federal Government.
9. Quarterly Progress Report will be submitted by the Vendor to the Pennsylvania Emergency Management Agency (PEMA) and the EMC of the Clinton County Department of Emergency Services, no later than October 15<sup>th</sup>, January 15<sup>th</sup> and April 15<sup>th</sup> of each year until the project is completed. (TBD)
10. The Vendor shall invoice using the Budget Line Items from the County HM Planning Grant Application, section V.

### **3. CONSULTANT SERVICE REQUIREMENTS**

Respondents shall have extensive knowledge and expertise and be able to demonstrate their proven ability to coordinate, evaluate and develop a FEMA approved HMP. Consulting service shall include, but not be limited to:

- Meeting the critical requirements above.
- Reviewing and analyzing existing natural and manmade hazards in all areas of the County.
- Becoming knowledgeable of existing hazards and how these hazards may impact existing and future development, property and lives in the County.
- Hosting a series of County interactive workshops, to include, but not limited to mitigation strategy and capability and risk assessment workshops, which shall involve the identification and review of relevant plans, policies and programs already in place, such as land use plans, flood control programs, natural resource studies, zoning ordinances, building codes, subdivision regulations, post-disaster public assistance grants and capital improvements plans.

### **4. DATA COLLECTION AND ANALYSIS**

The Vendor shall collect the necessary data to evaluate the potential for natural and manmade disasters in the County. Information shall also be obtained on area history, property status, infrastructure, land use and other relevant subjects in order to comprehensively analyze all aspects of the County. This shall include utilizing all current plans associated with disaster and emergency response efforts.

### **5. UPDATES AND REPORTS**

The Vendor shall provide the County with updates detailing the progress, data analysis, modeling and plan development for FEMA reporting. All soft match contributions shall be tabulated by the Vendor and submitted with the updates and final reports. A draft HMP update shall be submitted and included all required sections by FEMA and input from the community for the County's review. The Vendor shall submit the final HMP as revised by the County, to FEMA and the County.

### **6. COST PROPOSAL**

Material and labor cost shall be specific and considered reasonable. "Cost plus" type proposal will not be accepted.



## **7. DELIVERABLES**

The Vendor shall provide, but not limited to, each item listed in the RFP. Additionally, the Vendor shall provide:

- Ten printed and bound copies of its final Hazard Mitigation Plan
- Ten electronic copies of the plan on CD in PDF format
- A written summary of the process by which the final plan was developed for the County, including meeting schedules, agendas, notes, rosters of attendees and soft match contributions made by the County to meet the requirements of the FEMA Disaster Mitigation Planning Grant Award.

## **8. INVOICING**

Vendor shall submit one original and one copy of invoice to the following address:

William L. Frantz  
(Applicant Agent for Clinton County)  
Emergency Management Coordinator  
311 Frederick St. Suite A  
Lock Haven, PA 17745

## **9. PROMPT PAYMENT POLICY**

Payments will be made within thirty days after the County has received the supplies, materials, equipment, or the day on which the performance of services was completed, or the day on which the County receives a correct invoice for the service, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Pennsylvania law) for payments not made in accordance with this prompt payment policy.

However, this prompt payment policy does not apply to payment made by the County in the event: There is a bona fide dispute between the County and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or The terms of a federal contract, grant, regulation, or statute prevent the County from making a timely payment with Federal Funds; or

There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or

The invoice is not mailed to the County in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

## **10. OVERCHARGES**

Vendor hereby assigns to County any and all claims for overcharges associated with this purchase which arise under the antitrust laws of the United States, 15 USGA Section 1 et seq., and which arise under the antitrust laws of the State of Pennsylvania.

**PART IV  
TERMS AND CONDITIONS**

**1. LABOR**

The Vendor shall provide all labor and goods necessary to perform the project. The Vendor shall employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor.

**2. EXCEPTIONS**

Any variation from this specification shall be indicated on the response of or on a separate attachment to the response. The sheet shall be labeled as such.

**3. ENVIRONMENT**

It is the intent of the County to purchase goods and equipment having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

**4. DAMAGE**

The Vendor shall be responsible for damage to the County's equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

**5. WORKPLACE**

The County is committed to maintaining an alcohol and drug free workplace. Possession, use or being under the influence of alcohol or controlled substances by Vendor, Vendor's employees, subcontractor(s) or subcontractor(s') employees while in the performance of the service is prohibited. Violation of this requirement shall constitute grounds for termination of the service.

**6. NON-APPROPRIATION**

The resulting Agreement is a commitment of the County's current revenues only. It is understood and agreed the County shall have the right to terminate the Agreement at the end of any County fiscal year if the governing body of the County does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

**7. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES**

The Vendor shall not sell, transfer or assign the service required by this agreement without the prior written consent of the County. The agreement and the monies which may become due are not assignable, except with the prior written approval of the County.

## **8. INTERLOCAL COOPERATIVE CONTRACTING**

Other governmental entities may be extended the opportunity to purchase off of the County's Agreement, with the consent and agreement of the Vendor and County. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Vendor's response. However, all parties indicate their understanding and all parties hereby expressly agree that the County is not an agent or, partner to, or representative of those outside agencies or entities and that the County is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

## **9. ABANDONMENT OR DEFAULT**

The Vendor who abandons or defaults the work on the Agreement and causes the County to purchase the services elsewhere may be charged the difference in service if any and shall not be considered in the re-advertisement of the service and may not be considered in future solicitations for the same type of work unless the scope of work is significantly changed.

## **10. RIGHT TO REPRODUCE DOCUMENTATION AND OTHER INFORMATION**

The County shall have the right to reproduce any and all manuals, documentation, software or other information stored on electronic media supplied pursuant to the Agreement at no additional cost to the County, regardless of whether the same be copyrighted or otherwise restricted as proprietary information; provided, however, that such reproductions shall be subject to the same restrictions on use and disclosure as are set forth in the Agreement.

## **11. COMPLIANCE WITH LAWS**

The Vendor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the Vendor shall furnish the County with satisfactory proof of its compliance.

## **12. CODES, PERMITS AND LICENSES**

The Vendor shall comply with all National, State and Local standards, codes and ordinances and the terms and conditions of the services of the County, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations. County fees and costs will be waived.

**13. INDEMNIFICATION**

The Vendor shall indemnify, save harmless and exempt the County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney fees and any and all other costs or fees incident to any work done as a result of this quote and arising out of a willful or negligent act or omission of the Vendor, its officers, agents, servants, and employees; provided, however, that the Vendor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arising out of a willful or negligent act or omission of the County, its officers, agents, servants and employees, or third parties.

**14. INSURANCE**

The Vendor shall meet or exceed ALL insurance requirements and provide certification of insurance as set forth below unless Vendor can demonstrate said insurance requirement is not applicable to Vendor:

Works Compensation	Statutory
Employer’s Liability	Statutory
Automobile Liability	\$1,000,000 combined single limit
Comprehensive General Liability with the following minimum coverage:	
General Aggregate	\$2,000,000
Products-Comp/Ops aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$50,000.00
Medical Expense (any one person)	\$5,000.00

Protective liability and all-risk insurance shall name the County of Clinton as additionally insured including ISO endorsements CG 20 10 07 04 and CG 20 37 07 04.

Any additional insurance requirements of participating or cooperative parties will be included as subsequent Attachments and shall require mandatory compliance.

**15. GOVERNING LAW**

The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**16. LIENS**

The Vendor agrees to and shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods and services which may be provided under the Agreement. At the County’s request the Vendor or subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.

**17. VENUE**

Both the County and the Vendor agree that venue for any litigation arising from the Agreement shall lie in Clinton County, Pennsylvania.

**18 INDEPENDENT CONTRACTOR**

It is understood and agreed that the Vendor shall not be considered an employee of the County. The Vendor shall not be within protection or coverage of the County's Worker' Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the County from time to time may have in force and effect.