



REQUEST FOR PROPOSALS

Cover Sheet

DATE OF THIS REQUEST: **November 15th, 2017**

This RFP is also posted on Tioga County's website at www.tiogacountyny.com under Tioga County News

TITLE: Request for Proposals: **Tioga County NY Multi-Jurisdictional Multi-Hazard Mitigation Plan Update 2018**

ISSUING AGENCY: Tioga County Soil & Water Conservation District
183 Corporate Drive
Owego NY 13827

SUBMITTAL DATE: **Wednesday, December 20th, 2017**

PROPOSAL REQUIREMENTS: One (1) unbound original and three (3) copies of the proposal must be submitted to the attention of Wendy Walsh at the address below, **no later than 4:00 PM, Wednesday, December 20th, 2017**. All proposals must be sealed and in writing. **Proposals received after 4:00 PM on Wednesday, December 20th, 2017 will be rejected.**

INQUIRIES DEADLINE: **Wednesday, December 6th, 2017 by 4:00 PM** submitted to contact information below. Questions and responses will be posted on the Tioga County, NY website by Friday, December 8th, 2017 on Tioga County's website at www.tiogacountyny.com under Tioga County News

CONTACT INFORMATION: All inquiries regarding this RFP should be directed in writing to Tioga County's Hazard Mitigation Coordinator via mail or e-mail to:

Wendy Walsh
Tioga County SWCD
183 Corporate Drive
Owego NY 13827
Office Hours: Monday – Friday, 8:00 AM to 4:30 PM
Phone: 607-687-3553 Fax: 607-687-9440
e-mail: walshw@co.tioga.ny.us

RFP for Tioga County

Multi-Jurisdictional Multi-Hazard Mitigation Plan Update 2018

I. INVITATION

Written proposals subject to the conditions herein stated and attached hereto are invited for providing the services as described below for Tioga County, New York (hereinafter "COUNTY").

II. DESCRIPTION

COUNTY is hereby requesting written proposals to provide professional services.

COUNTY will receive proposals from Proposers having specific experience and qualifications in the area identified in this solicitation. For consideration, proposals for this project must contain evidence of the Proposer's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by COUNTY may be included elsewhere in the solicitation

III. EVALUATION PROCEDURE AND FACTORS CONSIDERED

Qualifications of Proposer: The Proposer may be required before the award of any contract to show to the complete satisfaction of COUNTY that it has the necessary facilities, ability, and financial resources to provide the service specified herein in a satisfactory manner. The Proposer will also be required to give a past history and references in order to satisfy COUNTY in regard to Proposer's qualifications. COUNTY may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the proposer shall furnish COUNTY with sufficient information to prove that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described herein. Evaluation of Proposer's qualifications shall include:

- A. The ability, capacity, skill, and financial and staff resources to perform the work and provide the services required within the stated time frame, without interference or delay;
- B. The character, integrity, reputation, judgment, experience and efficiency of the Proposer;
and
- C. The quality of performance of previous contracts or services.

The COUNTY's Hazard Mitigation Plan Update Steering Committee shall review and evaluate all replies. It is therefore important that respondents emphasize specific information pertinent to the work.

IV. CRITERIA FOR AWARD

STEP1: Proposals will be reviewed to assure compliance with the minimum specifications.

STEP 2: Proposals that satisfactorily complete STEP 1 will be reviewed/analyzed to determine if the proposal adequately meets the needs of COUNTY. Factors to be considered are as follows:

- A. Qualifications
- B. Past Experience
- C. Sufficiency of manpower and resources to complete task within stated timeframe
- D. References
- E. Cost

V. PREPARATION INFORMATION

- A. All proposals submitted in response to this request shall be in writing. A digital copy either emailed to the specified contact person, or sent on a flash drive with the written proposal package is also required.
- B. Inquiries regarding this Request for Proposal must be mailed to: Wendy Walsh, District Manager, Tioga County Soil and Water Conservation District, 183 Corporate Drive Owego, NY 13827 or email walshw@co.tioga.ny.us no later than 4:00 PM on Wednesday, December 6, 2017. Responses to inquires will be posted by December 8, 2017 at: www.tiogacountyny.com listed under the Tioga County News heading.
- C. Proposals and attachments must be submitted to: Wendy Walsh, District Manager, Tioga County Soil and Water Conservation District, 183 Corporate Drive Owego, NY 13827 or email walshw@co.tioga.ny.us and received no later than December 20, 2017 at 4:00 PM.

VI. MINIMUM SPECIFICATIONS

- A. General Statement

Tioga County, NY requests proposals for the purpose of developing a Hazard Mitigation Plan Update in 2018 to meet the requirements set forth in the Stafford Act and CFR 44 part 201 Mitigation Planning. Tioga County's Hazard Mitigation Planning includes one county, fifteen (15) municipalities and four school districts. The COUNTY will require the Contractor who is awarded the contract (hereinafter the "Contractor") to work with the County's Mitigation Committee and a project manager for this update.

B. Detailed Minimum Specifications:

1. The Contractor shall work with the County's Hazard Mitigation Plan Update Steering Committee and Hazard Mitigation Plan Project Manager to ensure that the County has a FEMA approved (in writing) all hazards mitigation plan within six (6) months of the signing of a contract.
2. Attached hereto as **Attachment A** is a Timeline, setting forth Milestones to be achieved in order to ensure completion within the six (6) month time frame. As each Milestone as set forth is completed or near completion, Contractor will be required to submit to the COUNTY for review, additions, alterations and revision, those portions of the plan addressed in the Milestone.
3. The Contractor shall work with the County's Hazard Mitigation Plan Update Steering Committee and their partners to identify mitigation actions (Projects) for which the County and partners may seek grant funding.
4. The Contractor shall work on a day to day basis with the Project Manager who will act as the conduit to the Hazard Mitigation Plan Update Steering Committee.
5. The Contractor shall recommend actions to ensure County and participating partners are in good standing and demonstrate continued compliance with National Flood Insurance Program (NFIP) regulations, including local floodplain ordinances and permitting requirements
6. The Contractor shall present to the County a FEMA approved (in writing) Hazard Mitigation Plan Update within six (6) months (see attached proposed schedule) of signing of the contract. It is anticipated that a consultant will be selected by the end of January 2018. Work should begin in mid-February 2018 and be completed by the end of August, 2018.
7. The Contractor shall be paid in the following manner:
On a monthly basis, Contractor shall submit to the COUNTY a detailed invoice, specifying the services which have been completed. The COUNTY will pay Contractor approved fees and expenses for services performed in accordance with the contract within 30

days after receipt of the invoice, EXCEPT that twenty (20) percent of each invoice amount shall be withheld as retention, and shall be held in total as accumulated, to be paid out to Contractor upon approval of the completed plan by FEMA.

VII. RFP FORMAT

The proposal shall be submitted using the following format and include detail to support each criteria listed. Brevity is encouraged. Each section response is limited to two (2) pages.

- A. Cover Letter: Include an overview of your company, age and size of business, location of principle place of business and company philosophy in providing services. Provide the name of your contact person, and contact information.
- B. Qualifications: Identify company's qualifications to perform the services as more fully set forth in Paragraph III above.
- C. Scope of Work
- D. Past Experience: Provide a list of similar projects with descriptions of services provided within the last 10 years.
- E. References: Provide three (3) references for similar projects within the past five (5) years. Include the names, address and telephone number of the individual to contact for the reference.
- F. Price: Provide the total cost of your proposal, including all expenses, to complete the plan within the six (6) month time frame. The proposal shall not exceed \$40,500 in cost to the COUNTY.
- G. Other: No other attachments are allowed, except for resumes.

VIII. ACCEPTANCE AND IRREGULARITIES

Tioga County reserves the right to reject any and all proposals, and to waive any irregularities in the proposals. This RFP should not be construed as an offer to purchase goods or services. The County is not bound to accept the lowest price for any proposal of those submitted.

IX. POST PROPOSAL

Subsequent to the submission of proposals, interviews and negotiations may be conducted with some of the Proposers, but there shall be no obligation to receive further information from any Proposer.

Any or all proposals shall not necessarily be accepted. The County shall not be obligated in any manner to any Proposer whatsoever until a written agreement has been duly executed. The County reserves the right to modify the terms of the RFP at any time in its sole discretion.

X. AWARD OF CONTRACT

Award of contract occurs when a formal contract has been executed or other evidence of acceptance by the County is provided to the Proposer.

XI. DISPOSITION OF PROPOSALS/EXPENSES INCURRED

All submitted statements shall become the property of Tioga County. The County accepts no responsibility for any expense incurred by the Proposer in the preparation and presentation of an offer.

XII. EFFECT

The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such a release in any way obligate the County to execute a contract with any other party. The County reserves the right to accept, reject or negotiate any or all offers on the basis of evaluation criteria contained within this document. The County may cancel this solicitation at any time.

XIII. TERMINATION FOR CONVENIENCE

Any contract entered into shall contain a clause permitting Tioga County to terminate the contract at its convenience and for any reason, upon 30 days written notice to the contractor for no cause, and upon 5 days written notice for cause. Contractor shall be paid for satisfactory performance of services to date of termination.

XIV. DEBARMENT

By submitting a proposal, the proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of New York or the Federal Government and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of New York or the Federal Government.

XV. STANDARD TERMS AND CONDITIONS

Any contract entered into shall contain, among others, the following standard clauses and conditions:

- A. **Applicable Law:** This contract shall be governed by the laws of the State of New York. The venue of any dispute resolution shall be Tioga County
- B. **Dispute Resolution:** All disputes shall be resolved in the court of appropriate jurisdiction in the State of New York.
- C. **Taxes:** The County is exempt from all sales and use taxes.
- D. **Insurance and Indemnification:** Contractor agrees to comply with the “Tioga County General Contract and Insurance Specifications” attached hereto as **Attachment B**, and made a part hereof.
- E. **Performance Bond:** Contractor shall post with Tioga County a performance bond in the amount of \$200,000 to ensure faithful performance of the services outlined in this contract.
- F. **Entire Agreement:** This agreement, together with any attachments specifically referenced, constitutes the entire agreement between the parties. This agreement may not be amended except by written agreement of the parties.

TIOGA COUNTY HAZARD MITIGATION PLAN - 2018 UPDATE TIMELINE & MILESTONES

TASKS	MONTHS						
	1	2	3	4	5	6	7
I. ORGANIZATION: DEVELOPING PLANNING PROCESS							
A. Develop Goals for Update							
B. Document Planning Process							
C. Develop Public Participation Program							
II. ASSESSING RISKS							
A. List Potential Hazards							
C. Inventory Assets							
D. Estimate Losses							
III. OTHER REQUIREMENTS							
A. Document recent and planned development in floodplain areas							
B. Document buyouts and elevations completed and planned							
C. Document incorporation of HM in everyday operations							
D. Describe participation in NFIP							
E. Identify projects to protect critical facilities							
F. Identify evacuation routes/processes and shelters							
G. Identify temp and perm housing locations out of floodplain							
III. DEVELOPING MITIGATION STRATEGIES							
A. Assess Municipal Mitigation Capabilities							
B. Develop 2 new mitigation strategies							
C. Update past mitigation strategies							
D. Develop Action Plan							
IV. MAINTAINING THE PLAN							
A. Develop Monitoring, Evaluating and Updating Program							
B. Coordination/Implementation of Plan							
C. Continue Public Involvement							
V. REVIEW, APPROVAL AND ADOPTION PROCESS							
A. Review and Revise - NYS OEM / FEMA							
B. Local Governments Adoption							
C. FEMA Review and Approval							

ATTACHMENT B

TIOGA COUNTY, NEW YORK General Contract and Insurance Specifications	
Project Description or Contract Number:	Tioga County Hazard Mitigation Plan Update 2018
Date Issued:	Wednesday, November 14 th ,2017 9:00 AM
Vendor name (“Contractor”):	
County Department:	

Please read these specifications very carefully. These specifications are part of your contract with Tioga County. It is advisable that you forward a copy of these specifications to your insurance agent. Tioga County’s waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor’s expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Tioga County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
3. Every required coverage type shall be on an “occurrence basis” unless otherwise specified or allowed.
4. The Contractor may utilize a combination of primary and umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage.
5. Proof of insurance coverage shall be provided on an ACORD 25 form or acceptable equivalent. All insurance certificates must be approved by the County Department of Law or its designee.
6. The amount of self-insured retention or deductibles must be disclosed on the certificates of insurance. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
7. Tioga County reserves the right to request a certified copy of any policy and any endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated “A-, XI” or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Tioga County may exercise any rights it has in law or equity, including but not limited to the following:
 - (a) immediate termination of the contract;
 - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
 - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Tioga County shall be

repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

Part II. Required Insurance – Minimum coverage types and amounts

1.

Coverage Type	Minimum Limits												
<p><u>Commercial General Liability</u> <u>per standard ISO form or equivalent with no modification of coverage for contractual liability</u></p> <ul style="list-style-type: none"> All endorsed policy exclusions shall be disclosed by submittal of forms Tioga County shall be named Additional Insured, on a primary, non-contributory basis. The additional insured requirement shall be provided by ISO endorsement forms CG 20 10, CG 20 37 and CG 20 01 (or equivalent forms) and shall not contain any exclusion for bodily injury or property damage arising from completed operations. Submittal of the specified Additional Insured forms is required with the ACORD 25. 	<table> <tr> <td>General Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Products & Completed Operations Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Personal & Advertising Injury</td> <td>\$1,000,000</td> </tr> <tr> <td>Each Occurrence</td> <td>\$1,000,000</td> </tr> <tr> <td>Fire Damage</td> <td>\$300,000</td> </tr> <tr> <td>Medical Expense</td> <td>\$10,000</td> </tr> </table>	General Aggregate	\$2,000,000	Products & Completed Operations Aggregate	\$2,000,000	Personal & Advertising Injury	\$1,000,000	Each Occurrence	\$1,000,000	Fire Damage	\$300,000	Medical Expense	\$10,000
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Each Occurrence	\$1,000,000												
Fire Damage	\$300,000												
Medical Expense	\$10,000												
<p><u>Automobile Liability (Comprehensive Form)</u> Must cover owned, non-owned, leased and hired vehicles.</p>	\$1,000,000 Combined Single Limit												
<p><u>Professional Liability</u></p> <ul style="list-style-type: none"> If "Claims Made" coverage, must be maintained continuously for a minimum of two (2) years after contract termination Shall not contain restrictions for <ul style="list-style-type: none"> ✓ Contractual liability ✓ Express warranties or guarantees ✓ Personal injury 	\$1,000,000 Each Claim \$1,000,000 Annual Aggregate												
<p><u>Pollution Liability (Occurrence Basis)</u> If work includes remediation of Hazardous Substances</p>	\$1,000,000 Each Occurrence												
<p><u>Umbrella / Excess Liability (Following Form)</u></p> <ul style="list-style-type: none"> To extend over CGL, Auto 	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate												
<p><u>Workers' Compensation and Employer's Liability</u> If you have no employees (sole proprietor) a NYS Workers' Compensation Board issued waiver of the Workers' Compensation requirement is acceptable</p>	Part 1 – Statutory Part 2 – (Unlimited in NYS) \$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Disease Each Employee												
(Proof of either Workers' Compensation Insurance or a NYS Workers' Compensation Board issued waiver of the Workers' Compensation insurance requirement is mandated by state law. There are no exceptions to this law.													

2. The certificate face shall:

- indicate coverages and minimum amounts required in part II.1
- provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless prior written notice has been given to the Tioga County.

3. The Additional Insured & Certificate Holder should read:

Part III Defense and Indemnification

The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.

The Contractor agrees to indemnify and hold the County of Tioga and any officer, employee and/or agent thereof free and harmless from any and all losses, penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid,.

Part IV Safety

Tioga County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Tioga County in no way obligates Tioga County to inspect the safety practices of the Contractor.

If Tioga County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Tioga County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Tioga County's legal obligation to continuously provide contractor's service to the public or Tioga County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Tioga County shall have the right to immediately terminate this contract. In the event that Tioga County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Tioga County in re-bidding the work and /or by the increase in cost that results from using a difference vendor.