



OSWEGO COUNTY PURCHASING DEPARTMENT

County Office Building • 46 East Bridge Street • Oswego, NY 13126
315-349-8234 Fax 315-349-8308 www.oswegocounty.com/purchasing
Fred Maxon, Director

February 3, 2009

LEGAL NOTICE

Sealed Proposals will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY no later than **2 p.m., Tuesday, February 17, 2009 for:**

Multi-Jurisdictional All-Hazard Mitigation Plan

Specifications are available at the Purchasing Department at the above address during regular office hours, or online at www.oswegocounty.com/purchasing.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

Fred Maxon
Purchasing Director

INFORMATION FOR RESPONDENTS

OVERVIEW

The Oswego County Emergency Management Office (EMO) requests for proposals from consultants to develop an All-Hazard Mitigation Plan for Oswego County. The Plan will be prepared in accordance with the requirements of the Disaster Mitigation Act of 2000 (DMA 2000) and specifically implementing regulations 44 CFR, Part 201.6 – Local Mitigation Plans.

Proposals must be made in accordance with the instructions herein and subject to stated conditions. Submission of a proposal will be evidence that all the requirements of the specifications are understood and accepted.

BACKGROUND

As described in the Federal Register (Volume 67, Numbers 38 and 190, dated February 26, 2002 and October 2002 respectively), Section 322 of the Disaster Mitigation Plan of 2000 requires that all local governments adopt an approved All-Hazard Mitigation Plan to be eligible to receive future hazard mitigation grant funding. The purpose of the Plan is to demonstrate “the jurisdiction’s commitment to reduce risks from natural hazards, serving as a guide for decision-makers as they commit resources to reducing the effects of natural hazards. Local plans will also serve as the basis for the State to provide technical assistance and to prioritize project funding.”

To fulfill this requirement, Oswego County, with participating municipalities in Oswego County, seek consultant services for the preparation of a Multi-Jurisdictional All-Hazard Mitigation Plan that meets the necessary requirements of, and is approved by, the Federal Emergency Management Agency (FEMA) and the New York State Emergency Management Office (SEMO). It is anticipated that most or all of Oswego County’s 22 towns, 2 cities and 10 villages will participate in the multi-jurisdictional plan.

PROJECT MANAGEMENT

The Oswego County Emergency Management Office will be the administrative agent for the plan. As such, management of and contract administration for the plan are the primary responsibilities of the staff of the County Emergency Management Office.

The Oswego County Community Development, Planning and Tourism Office (CDPTO) will also be an active participant in the planning process. Both EMO and CDPTO will take an active role in providing available data, background information, and existing reports as necessary to the consultant to assist in the preparation of the Plan.

The CDPTO will provide existing relevant GIS datasets to the consultant for the purposes of plan development. Any new datasets created by the consultant in preparing the All-Hazard Mitigation Plan shall be provided to CDPTO in an ESRI Geodatabase or Shapefile format that seamlessly integrates into the Planning Department’s system. All data created for the planning, and submitted to our Planning or EMO departments, becomes the property of Oswego County.

RECEIPT OF PROPOSALS

Each firm shall submit a **signed original proposal and two (2) copies in a sealed opaque envelope indicating the company's name and proposal title: RFP #3-09 - Multi-Jurisdictional All-Hazard Mitigation Plan. Proposals are due on or before 2 p.m., Tuesday, February 17, 2009.** Either mail or deliver proposals in person to:

Fred Maxon, Director
Oswego County Purchasing Office
46 East Bridge Street (3rd Floor)
Oswego, NY 13126

The County may consider informal any proposal not prepared and submitted in accordance with the provisions hereof, and may waive any informalities or reject any or all proposals. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified will not be considered and will be returned unopened. Proposals may not be withdrawn within forty-five (45) days after the actual date of opening.

Proposals delivered prior to the scheduled opening date will be deemed received upon the day of the actual opening, and will be retained in the interim only as a courtesy to the respondent.

All materials and documents submitted by the respondent in response to the RFP will become the property of Oswego County, and will not be returned.

Oswego County is a tax-exempt entity. Exemption certificates will be executed upon request.

AWARD

The award will be based in part on an analysis of the following criteria: technical and esthetic qualities of the proposal, reliability, firm's ability and facilities to provide the service called for, evaluation of the firm's proper understanding of the County's needs, and price. The contract shall be awarded to the responsible firm who best meets the RFP's criteria in the opinion of the County. Written notice of the award will come from Purchasing Director.

Additional selection factors may be included under the "Specifications" section of this RFP.

The firm must provide unquestionable evidence of sustained capability of providing the services requested and proposed, such as can be demonstrated in existing or previous operations. The County may award a contract based upon the proposals received, without discussion of such proposals with firms. **Each proposal should, therefore, be submitted in the most favorable terms the firm can make to the County.** The County of Oswego does, however, reserve the right to request additional data or an oral presentation in support of the written proposal. Firms should be prepared to provide a presentation within two weeks of the submission deadline. Submission of a proposal does not automatically qualify a firm for a presentation. The County reserves the right to negotiate with all qualified firms.

The County of Oswego, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Executive Law affirmatively ensures that the contract will be awarded without discrimination on the grounds of race, creed, color, disability, martial status, age, sexual orientation or natural origin.

All proposals over \$5,000 are subject to final review and acceptance by the Oswego County Legislature before any award of contract may be made. Receipt of proposals by the County shall not be construed as authority to bind the County.

RESPONSIBILITY FOR PROPOSAL

Respondents shall carefully examine the terms of this document and shall judge for themselves all the circumstances and conditions affecting their proposal. Failure on the part of any respondent to make such examination and to investigate thoroughly shall not be grounds for any declaration that the respondent did not understand the terms and conditions therein. The County of Oswego shall not be liable for any costs associated with the preparation, transmittal, or presentation of any response or materials submitted to the RFP.

EVIDENCE OF ABILITY TO PERFORM WORK

Respondents must furnish references listing clients for whom they now provide similar services. No proposal will be accepted from any individual, partnership or firm that cannot show proof of prior experience as required.

NON-COLLUSION

Each respondent must submit an affidavit of non-collusion signed by an officer of the company.

RESPONDENT'S QUALIFICATIONS

The County may make investigations as it deems necessary to determine the qualifications and ability of a respondent to perform the work in question. The respondent shall promptly furnish the County with complete information as requested for this purpose. The County reserves the right to reject any proposal where said investigation does not satisfy the County of the respondent's qualifications or ability to carry out the obligations of the contract and to complete the services contemplated herein.

COMMUNICATIONS, QUESTIONS AND INSPECTION OF FACILITIES

Communications with the County shall be solely through the officials indicated below. Firms are specifically directed not to contact any other County officials or employees in any fashion regarding this RFP, without prior approval from the County Purchasing Director. **Unauthorized communications shall result in the rejection of the proposal.** The County will not be responsible for any oral representations or instructions.

General questions regarding RFP process:	Questions regarding specifications, to arrange a site visit, or to request additional documents:
Fred Maxon Purchasing Director 46 East Bridge Street Oswego, NY 13126 (315) 349-8307	Terry Bennett, Emergency Services Program Coordinator Oswego County Emergency Management 200 North First Street Fulton, NY 13069 (315) 591-9150

EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each respondent to:

- Examine the RFP documents thoroughly;
- Consider federal, state and local laws and regulation that may affect cost, progress, performance and furnishing of the work.

SPECIFICATIONS DISCREPANCY

Should a respondent find a discrepancy in, or omissions from the specifications, requirements for contract or RFP form, or should he be in doubt as to their meaning, he shall at once notify in writing the Purchasing Director, who will send written instructions to all respondents. All such addenda shall become a part of the contract and all respondents shall be bound by such addenda, whether or not received by the respondents. The County will not be responsible for any oral instructions/modifications.

REJECTION OR ACCEPTANCE OF PROPOSAL

The County reserves the right to waive any irregularities or informalities in any proposal, to negotiate with qualified firms, to reject any or all proposals, to re-advertise for proposals, and to accept the proposal which, in the judgment of the County, is deemed the most advantageous for the public and the County. Any proposal that is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind may be cause for rejection. In the event of default of the successful applicant, or his refusal to enter into a contract with the County, the County reserves the right to accept the proposal of any other applicant without necessity to re-advertise.

TERM OF CONTRACT

The contract to provide the services described herein for Oswego County will be two years from the date of execution of a professional services contract with the awarded firm. All tasks described in the Specification must be completed within this timeframe.

PRICING

All prices are to be lump sum and quoted firm against increase for the duration of the contract. Travel and incidental expenses will not be invoiced. Vendors should consider such potential costs when developing their lump sum proposal. The County shall not be responsible for any additional costs.

METHOD OF PAYMENT

Invoices shall be sent to the Oswego County Department of Emergency Management, 200 North First Street, Fulton, NY 13069, at the contract price. A payment schedule for completed work is negotiable; however, the county cannot pay for any service in advance. Upon verification, that department will approve the invoice and process for payment.

EXECUTORY CLAUSE

It shall be understood by and between the parties that this agreement shall be deemed executory to the extent of the monies available to the County for said purposes and no liability on account thereof shall be incurred by the County beyond monies available for said purposes.

ASSIGNMENT AND SUBLETTING

The contractor shall not assign, transfer, sub-lease, surrender, or otherwise encumber or dispose of this contract or any estate created by this contract or any interest in any portion of the same, or permit any other person or persons, company or corporation to perform, without the written consent of the County first being obtained.

VALIDITY OF PROVISIONS

The parties hereto understand and agree that each and every provision of law or clause required by law to be inserted in this contract shall be deemed to have been inserted herein, and if through mistake or inadvertence, such provision is not inserted, said clause shall be deemed to have been inserted and shall have full force and effect of the law.

This specification as well as any contract, plans, drawings, exhibits, or schedules to which it is attached and made a part of constitutes the entire agreement and understanding between the parties hereto, and shall be binding upon each party and their successors. Any additions, changes or deviations to or from said specifications, contracts plans, drawings, exhibits, or schedules will invalidate the agreement between the parties in its entirety unless in every case such changes shall be previously agreed upon by the parties hereto in consideration of all applicable legislation.

REQUIREMENTS FOR CONTRACT

The contract requirements as well as the statements and specifications that accompany the bids which are accepted by the County, shall be in such form and contain such terms and conditions as approved by the County Attorney.

REQUIRED PROPOSAL FORMAT

To facilitate proposal comparison, all proposals must be in accordance with the format specified below. Please submit one signed original and two (2) copies of your proposal. Please refrain from sending expensive binders and glossy advertising brochures.

- I. Vendor Reply Cover Sheet (attached)
- II. Vendor Information Sheet (attached)
- III. Non-Collusion Certification (attached)
- IV. Resolution for Corporations (attached)
- V. Proposal Body. Please include answers to the following questions on separate sheets / sections.
 - 1. Describe how you will fulfill the scope of work as identified in this RFP. Address each task described in the Specifications. Include a tentative time schedule, process, anticipated meetings, and a list of the data you will require from the County or jurisdictions included (the data list may be on a separate sheet).
 - 2. Identify the principal and support staff who would be assigned to work on this project. Define the capacity in which each person would be working, and describe the qualifications, education, training, expertise, and experience that qualifies these individuals to work on this project.
 - 3. Describe in detail, all of the services you have to clients.
 - 4. Describe in detail your organization's municipal experience on a national, regional and or local level.
 - 5. Itemized cost proposal. Include number of personnel, hourly rates, estimated hours, other costs, and total.
- VI. References. Please provide a listing of at least three public entity references for which your firm has similar services. Describe the type of service for each.

SPECIFICATIONS

SCOPE OF SERVICES

The following scope of work shall be completed by the consultant and must comply with the Disaster Mitigation Act of 2000, 44CFR Part 201 – Mitigation Planning, Interim Final Rules, February 2002. Oswego County has been authorized a total of \$112,500 through the HMGP grant to complete this plan. It shall include the following:

1. Documentation of the **Planning Process** used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.
2. A **Risk Assessment** that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. The local risk assessment must provide sufficient information to enable the jurisdictions to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards. The risk assessment shall include:
 - A description of the type, location, and extent of all natural, technological, and human-caused hazards that can affect the jurisdictions. The plan shall include information in previous occurrences of hazard events and on the probability of future hazard events;
 - A description of the jurisdiction's vulnerability to the hazards described in the above task. This description shall include an overall summary of each hazard and its impact on the community. The plan should describe vulnerability in terms of:
 - The types and numbers of existing and future buildings, infrastructure and critical facilities located in the identified hazard areas;
 - An estimate of the potential dollar losses to vulnerable structures identified above and a description of the methodology used to prepare the estimate; and
 - A general description of the land uses and development trends within the community so that mitigation options can be considered in future land use decisions; and
 - As a multi-jurisdictional plan, the risk assessment section must assess each jurisdiction's risks and how they vary from the risks facing the entire planning area.
3. A **Mitigation Strategy** that provides a jurisdictional blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools. This section shall include:
 - A description of mitigation goals to reduce or avoid long-term vulnerabilities to identified hazards;
 - A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure;
 - An action plan describing how the actions identified above will be prioritized, implemented, and administered by the local jurisdictions. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs; and
 - As a multi-jurisdictional plan, there must be identifiable action items specific to the jurisdictions requesting FEMA approval or credit of the plan.

4. A **Plan Maintenance Process** that includes:
 - A section describing the method and scheduling of monitoring, evaluating, and updating the mitigation plan within a five-year cycle;
 - A process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate; and
 - Discussion on how the community will continue with public participation in the plan maintenance process.
5. A **Public Involvement Process** that includes:
 - Obtaining input from all jurisdictions participating in the plan;
 - Meeting with stakeholders and the public to obtain comment;
 - Providing opportunities for the public to comment on the plan at all stages of the Plan’s formation; and
 - Documentation of the participation process.
6. All **environmental review** documentation in accordance with the New York State Environmental Quality Review Act (SEQRA) and the National Environmental Policy Act (NEPA), if applicable.

TARGET TIMETABLES AND DELIVERABLES

Proposal submittal deadline:	February 17, 2009
Selection of consultant:	March 12, 2009
Contract start:	March 16, 2009
Development of draft Plan:	September, 2009
Presentation of draft Plan to EMO:	September 25, 2009
Presentation of draft Plan to SEMO	October 1, 2010
Presentation of draft Plan to FEMA:	November 1, 2009
Revise and finalize Plan to ensure compliance with state and federal requirements:	November-December 2009
Presentation of final Plan to EMO:	December 15, 2010
Presentation of final Plan to SEMO:	February 21, 2010
Adoption by participating municipalities:	February/March 2010
End of Consultant Contract:	upon FEMA Plan Approval

CONTRACTUAL REQUIREMENTS

As this plan will be partially grant and partially funded by the County, the selected consultant is expected to provide documentation of time spent developing the plan and to adhere to a strict budget. To ensure the development of the plan is consistent with the budget provided, staff from Oswego County EMO will meet periodically with the consultant to monitor the expenditure of funds and progress of work.

The consultant shall provide copies of first drafts, final drafts and the approved plan in sufficient numbers to distribute to all participating jurisdictions and steering committee members. At the end of the plan development process, Oswego County and SEMO each require two copies of the final draft (one goes to FEMA). A color digital version in original (editable Word document) and PDF format is also required.

Oswego County must receive approval from FEMA to determine that the contractor has met its contractual obligation. Final payment will not occur until after the plan is FEMA-approved. The contractor must agree to revise and modify the plan and provide responses back to SEMO/FEMA until the plan is approved.

This grant-funded project shall be a lump sum contract for consultant services. All expenditures by the consultant including labor, supplies, travel and printing shall be included in the proposal price. Upon submittal of the plan by New York State Emergency Management Office (SEMO) to the Federal Emergency Management Agency (FEMA), the vendor may submit invoices up to 90% of the contract cost. The vendor may submit invoices for the remaining funds upon final approval of the plan by SEMO and FEMA.

The selected vendor will enter into a contract with Oswego County to provide the services as proposed. The vendor must provide proof of insurance for workers compensation, disability benefits, comprehensive general liability of \$2 million; comprehensive auto liability of \$1 million, and provide to Oswego County a certificate from the contractor's insurance company naming Oswego as additionally insured.

PROPOSAL REQUIREMENTS

The contractor's proposal shall contain the following information:

- A description of the proposed study process, including the following:
 - a description of specific tasks to be completed;
 - a schedule for completion of tasks within the target timeline;
 - a planning group structure and meeting schedule;
 - a public involvement process;
 - how maximum participation from all municipalities will be achieved;
- A description of relevant experience;
- A list of FEMA-approved Hazard Mitigation Plans prepared by the contractor, copies of plans or on-line links to completed plans if available, and contact information for jurisdictions for whom these plans were prepared;
- Key personnel to be assigned, summarizing their qualifications and relevant experience;
- A lump sum cost estimate, with a breakdown of costs to the extent practicable;
- A clear and precise statement as to the date the contractor will be able to begin providing these services; and
- Any information determined necessary by the contractor to meet the requirements of the criteria for proposal acceptance.

VENDOR REPLY COVER SHEET

Sealed proposals are due by **2 p.m., Tuesday, February 17, 2009** at the Oswego County Purchasing Office; 46 East Bridge Street (3rd Floor); Oswego, NY 13126.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

The fee below includes all expenses for services connected with RFP #3-09.

\$ _____ (US Dollars)

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, Specifications and Proposal **for RFP #3-09 - Multi-Jurisdictional All-Hazard Mitigation Plan** and offers to provide the services described in the attached proposal.

Federal ID Number: _____

Type or Print Name

Company

Title

Address

Authorized Signature

() / ()

Date

Telephone Number / Fax

Please attach additional proposal information to this sheet.

VENDOR INFORMATION SHEET

Proposing Organization: _____

Address: _____

Phone: (_____) _____

Fax: (_____) _____

Invoices Will Be From:

Address: _____

Person To Contact In Reference To Contract:

Name: _____

Title: _____

Address: _____

Phone: (_____) _____

Fax: (_____) _____

E-mail: _____

Signatory Authority: _____

“In consideration of the limitations of this RFP, I hereby certify that the information in this proposal is correct to the best of my knowledge, and that I am an official of the above organization authorized to sign and submit this proposal.”

Name/Title

Signature

Date

NON-COLLUSION CERTIFICATION

General Municipal Law § 103-d

- (a) By submission of this proposal, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
 - (2) Unless otherwise required by Law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor;
 - (3) No attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

- (b) A proposal shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the Vendor cannot make the foregoing certification, the Vendor shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a)-(1), (2) and (3) have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Vendor (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same time prices being proposed, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.

By submission of this proposal, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Company

Type or Print Name

Date

Title

Authorized Signature

RESOLUTION FOR CORPORATIONS ONLY

Resolved that _____ (individual) is authorized to sign and submit the bid or proposal of this corporation for the following project:

RFP #3-09 - Multi-Jurisdictional All-Hazard Mitigation Plan

and to include in such bid or proposal the certificate as to non-collusion required by Section 103-D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury, and to enter into the contract if awarded to this corporation:

The foregoing is a true and correct copy of the resolution adopted by _____
_____ Corporation at a meeting of its Board of Directors held on the _____ day of _____, _____, and is still in force on this _____ day of _____, 2009.

Secretary

(Seal of Corporation)

NO RESPONSE SURVEY

The Oswego County Purchasing Department is interested in the reasons why prospective Vendors fail to submit proposals. Failure to submit a proposal without explanation may result in removal of your firm from our Vendors' list. If you are NOT submitting a proposal, please indicate the reason(s) by checking off one or more of the items below and return this form to the Oswego County Purchasing Office; 46 East Bridge Street, Oswego, NY 13126.

- 1. Unable to make a proposal at this time, but would like to receive future RFPs.
- 2. Items or material not manufactured, distributed, stocked, furnished.
- 3. Services, materials or items we have to offer do not fully meet all the requirements of standards specified.
- 4. Specifications not clearly understood or applicable as follows: (ex.: too vague, too rigid, etc.) _____

- 5. We cannot meet the time of delivery of items or materials specified.
- 6. Insufficient time allowed for preparation and submission of bid.
- 7. Other reasons: _____

You may remove our name from the bid list for:

This Commodity Group This Item or Material All Bids

Type or Print Name

Company

Title

Address

Authorized Signature

()

Date

Telephone Number