REQUEST FOR PROPOSALS
for
PROFESSIONAL PLANNING SERVICES

CONSULTANT SERVICES
to update the
PIKE COUNTY HAZARD MITIGATION PLAN

RFPPS #2021-1

Dated: February 24, 2021
PART I
GENERAL

1. PURPOSE – The Pike County Board of Commissioners, on behalf of Pike County, Pennsylvania, seeks proposals from qualified consultants to provide assistance for the development and completion of a Federal Emergency Management Agency (FEMA) approved Hazard Mitigation Plan Update (HMP) for Pike County Pennsylvania that meets or exceeds Federal, State and local hazard mitigation planning responsibilities.

2. DEFINITIONS - The following definitions will be used for identified terms throughout this RFPPS:
   - **Agreement** - A mutually binding legal document obligating the Consultant to furnish the goods, equipment or services and obligating the County to pay for it.
   - **Consultant** – (also referred to as “firm”, “vendor” or “contractor”) - Refers to the respondent to this proposal. This may include an individual or a firm. A Consultant is a person or business enterprise providing goods, equipment, labor and/or services to the County as fulfillment of obligations arising from a contract/agreement.
   - **County** - Pike County, Pennsylvania.
   - **Deliverables** - The goods, products, materials, and/or services to be provided to the County by Consultant if awarded the agreement.
   - **Goods** - Represent materials, supplies, commodities, intellectual property/work product and equipment.
   - **FEMA** – Federal Emergency Management Agency
   - **HMP** – Pike County Hazard Mitigation Plan
   - **PEMA** – Pennsylvania Emergency Management Agency
   - **Proposal** - Complete, properly-signed response to a solicitation that if accepted, would bind the Consultant to perform the resulting contract/agreement.
   - **Services** - Work performed to meet a demand. The furnishing of labor, time, or effort by the Consultant and their ability to comply with promised delivery dates, specification and technical assistance specified.
   - **Subcontractor** - Any person or business enterprise providing goods, labor, and/or services to a Consultant if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Consultant’s obligations arising from a contract/agreement with the County.

3. CONFLICT OF INTEREST - Any Consultant considering doing business with Pike County Government will disclose any affiliation or business relationship that might cause a conflict of interest with a County Government entity. Any attempt to intentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the consultant’s proposal.

4. COUNTY CONTACT – Direct all questions, clarifications or requests for general information about the RFPPS to:
   Brian Snyder, Community Planner
   Pike County Office of Community Planning
   837 Route 6, Unit 3
   Shohola, PA 18458
   Phone 570-296-3500
   Fax 570-296-3501
   bsnyder@pikepa.org

   The individual above may be contacted for clarification of the RFPPS. 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 Consultant 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 the Consultant 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 Consultant will be permissible until 2:00 p.m. on the day specified as the deadline for questions. Any communication between Consultant and the County after the deadline for questions will be initiated by an 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 Consultant from consideration of award of the solicitation then in evaluation, or any future solicitations.
PART II
INSTRUCTIONS

1. PROPOSAL SCHEDULE - It is the County’s intention to comply with the following proposal timeline:
   - RFPPS released: March 1, 2021
   - Deadline for questions: March 15, 2021 at 2:00pm EST
   - County responses to all questions/addendums: March 26, 2021
   - Proposals are due by 4:00 PM EST on April 9, 2021

   All questions regarding the RFPPS shall be submitted by 2:00PM on March 15, 2021. 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 Consultants 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 4:00pm on April 9, 2021, to the Pike
   County Commissioners. Mail or carry sealed proposals to:
   Brian Snyder, Community Planner
   Pike County Office of Community Planning
   837 Route 6, Unit 3
   Shohola, PA 18458
   - Proposals received after the above time and date will not be considered
   - Sealed proposals should be clearly marked on the outside of packaging with the RFPPS title, due date and “DO NOT
     OPEN”. Facsimile or electronically transmitted proposals are not accepted.

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 title page(s), cost proposal, index/table of contents, resume(s), attachments or dividers). Information in
   excess of those 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: Show the RFPPS title, the name of your firm, address, telephone number(s), name of contact person and
   date.

   Letter of Transmittal: Identify the RFPPS project for which the proposal has been prepared. Briefly state your firm’s
   understanding for 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 each proposal 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: Clearly identify the materials by Part and Section Number.

   Proposal Narrative (limited to 10 total pages):
   - Previous Performance/Experience – demonstrate and describe previous experience with Hazard/Disaster Mitigation Plans and Plan updates including knowledge of current FEMA plan requirements.
   - Representative list of projects – 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 and services provided
     by your firm for the project.
   - References – 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. Responses
     resulting from contacting these identified references will be utilized in the evaluation criteria identified in Part II
     #8 identified below. Failure to include references with submittal may result in disqualification from consideration
     for contract award.
   - Identify Staff – 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 requirement areas. The County
     reserves the right to approve or disapprove all sub-consultants prior to any work being performed.
   - Firm’s Resources – 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 Contract/Agreement.

- **Meeting Participation** - provide how meetings will be conducted following restrictions due to Covid-19. Please explain your plan to achieve the highest level of participation possible during development of the Hazard Mitigation Plan.

- **Project Understanding and Methodology** - Consultant must confirm adherence to Part III – Specifications as identified in this RFPPS and demonstrate a thorough knowledge and understanding of natural and manmade hazards, the Commonwealth of Pennsylvania and FEMA's requirements for Hazard Mitigation Plans.

- **Project timeline** – Consultant must provide and demonstrate a timeline for the project that accomplishes the tasks by submission of the draft to PEMA by June 30, 2022.

**Cost Proposal** - Material and labor cost shall be specific and considered reasonable. "Cost plus" type proposals will not be accepted.

**Submission** - Submit one (1) signed original and three (3) copies of your proposal including the above required information and any relevant supporting materials. It is recommended that proposals not be submitted in ringed binders or metal spirals to conserve cost for both the Consultant and the County.

4. **DISCLOSURE OF LITIGATION** - Consultant shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Consultant or in which the Consultant has been judged guilty.

5. **CONFIDENTIALITY OF CONTENT** - All Proposals submitted in response to this RFPPS 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 Public Information Act.

Consultants 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 potential Consultants. If a Consultant believes that a proposal or parts of a proposal are confidential, then the Consultant shall so specify. The Consultant shall stamp in bold red letters the term "CONFIDENTIAL" on that part of the proposal, which the Consultant 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 submission deadline has passed.

7. **PROPOSAL PREPARATION COSTS** - All costs directly or indirectly related to preparation of a response to this solicitation or any oral presentation or other discussion required to supplement and/or clarify a Proposal which may be required by the County shall be borne by the Consultant.

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:

   - Previous experience and demonstrated past performance
   - Qualified Key project staff and sub-consultants
   - Available resources
   - Consultant location
   - Meeting technology
   - Project understanding and methodology
   - Any relevant criteria specifically listed in the solicitation
   - Cost

9. **EVALUATION PROCESS** - A team comprised of County staff and others as appropriate will review the responses to the RFPPS. Interviews and/or demonstrations may be conducted with any Consultant to discuss their qualifications, resources and ability to provide the service identified. Upon completion of the evaluation, the selection team may recommend a Consultant for award of the project or service identified.

An agreement with the recommended consultant may then be negotiated. This process will be completed with the Pike County Commissioners’ authorization for the execution of the agreement. The County reserves the right to negotiate with any and all Consultants. The County also reserves the right to reject any or all proposals, or to accept any 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 of Pike, Pennsylvania intends to contract with a qualified consultant to assist with the development of a County-wide (County, 13 Municipalities) Hazard Mitigation Plan Update 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, structures, 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, quality of life and well-being of the County.

2. CRITICAL REQUIREMENTS

1. The HMP shall meet or exceed Interim Final Rule of Local Mitigation Planning found in 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. Natural and man-made hazards assessed by this plan shall be coordinated with the current FEMA approved version of the Pike County and State Hazard Mitigation plan, at a minimum.
4. A kick off meeting will be held for the County including all municipalities.
5. Required public meetings will be held to ascertain public comment on current plan and public comment on revised plan. Meetings will be held in designated location(s) to geographically represent the county.
6. At least one individual meeting will be held with each municipality to guarantee eligibility. Meetings may be grouped with approval from the County. These meetings will include hazard identification and mapping, risk assessment, updating and developing new goals, objectives and mitigation projects.
7. All identified goals, objectives and mitigation projects need to be easily evaluated to measure progress.
8. Consultant will coordinate and attend all Pike County Hazard Mitigation Team meetings and keep records of all meetings for plan to satisfy FEMA requirements.
9. After completion of initial meetings and research, a draft revised plan will be developed. The draft revised plan will be completed using the PEMA toolkit. The draft revised plan will be prepared for distribution to municipalities and for public review and comments.
10. A complete and accurate crosswalk will be completed by Consultant and submitted to the PEMA/FEMA when review is requested.
11. A copy of the awarded contract/agreement shall be forwarded to the State with the first quarterly report following the award, along with a report from the Excluded Parties List System showing that the chosen contractor is not currently excluded from doing business with the County, State or Federal Government.
12. A written summary of the process by which the final plan was developed for the County, including meeting schedules, agendas, notes, and rosters of attendees.
13. Quarterly progress reports will be submitted by the Contractor to PEMA and Pike County no later than January 15th, April 15th, July 15th, and October 15th of each year until the project is completed.
14. The final draft HMP shall be submitted to the PEMA by June 30, 2022.
15. Consultant shall revise the HMP as required by PEMA and FEMA until FEMA provides “Approval Pending Adoption”.
16. The Project shall be completed, including full FEMA approval, no later than August 30, 2022.

3. CONSULTANT SERVICE REQUIREMENTS - Consultant 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 required 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 Consultant 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 comprehensive plans and plans associated with disaster and emergency response efforts.
5. UPDATES AND REPORTS - The consultant 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 consultant 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 consultant shall submit the final HMP as revised by the County, to FEMA and the County.

6. DELIVERABLES - The Consultant shall provide, but not limited to, each item listed in the RFPPS. Additionally, the Consultant shall provide (at a minimum):

- Fifteen (17) printed and bound copies of the final Pike County Hazard Mitigation Plan Update;
  - 17 copies = one copy for each of 13 municipalities, three for County, and one for PEMA
- Fifteen (15) electronic copies of the plan on USB Flash Drive (or other agreed-upon media) in PDF (or other agreed upon format) including any GIS mapping files created for this plan update;
  - 15 copies = one copy for each of 13 municipalities, one for County, and one for PEMA
- A summary of the process by which the final plan was developed for the County, including the actual meeting schedules, agendas, notes, rosters of attendees and soft match contributions made by the County to meet the requirements of the FEMA Pre-Disaster Mitigation Planning Grant.

7. INVOICING - Consultant shall invoice using the Budget Line Items from the County PDM Grant and submit invoice(s) to the following address:

  Brian Snyder, Community Planner
  Pike County Office of Community Planning
  837 Route 6, Unit 3
  Shohola, PA 18458

8. PROMPT PAYMENT POLICY – Payment(s) will be made within thirty (30) days after the County 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 Contractor 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 policy does not apply to payment made by the County in the event:

- There is a bona fide dispute between the County and Contractor 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 Contractor and subcontractor or 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/delivered to the County in strict accordance with instructions, if any, on the purchase order or contract or other such contractual agreement.

9. OVERCHARGES - Contractor 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 Consultant shall provide all labor and goods necessary to perform the project. The Consultant 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 Consultant 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 Consultant 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 Consultant, Consultant’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 Consultant a written notice of termination at the end of its then current fiscal year.

7. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - The Consultant 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 of Pike’s solicitation, with the consent and agreement of the successful Consultant(s) and Pike County. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Consultant’s response. However, all parties indicate their understanding and all parties hereby expressly agree that the County of Pike is not an agent or, partner to, or representative of those outside agencies or entities and that the County of Pike 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 Consultant who abandons or defaults the work on the contract 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 set forth in the agreement.

11. COMPLIANCE WITH LAWS - The Consultant 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 resulting agreement, including without limitation, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the Consultant shall furnish the County with satisfactory proof of its compliance.

12. CODES, PERMITS AND LICENSES - The Consultant shall comply with all National, State and Local standards, codes and ordinances and the terms and conditions of the services of the County of Pike, Pennsylvania, 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 Consultant shall be
responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations (County of Pike fees and costs will be waived).

13. INDEMNIFICATION - The Consultant shall indemnify, save harmless and exempt the County of Pike, 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 RFPPS and arising out of a willful or negligent act or omission of the successful Consultant, its officers, agents, servants, and employees; provided, however, that the successful Consultant 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 Consultant shall meet or exceed ALL insurance requirements set forth by the County. Any additional insurance requirements of participating or cooperative parties will be included as subsequent Attachments and shall require mandatory compliance.

15. GOVERNING LAW - Any resulting agreement shall be governed by, and construed in accordance with, the Laws of the State of Pennsylvania.

16. LIENS - The Consultant and shall indemnify and hold harmless the County against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting contract/agreement. At the County’s request, the Consultant or subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens.

17. VENUE - Both the County and the Consultant agree that the venue for any litigation arising from a resulting agreement shall lie in Pike County, Pennsylvania.

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