

CITY OF DOWNEY
REQUESTS FOR PROPOSALS FOR
HAZARDOUS MITIGATION PLANNING CONSULTANT

TO: PROSPECTIVE CONSULTANTS

FROM: THE CITY OF DOWNEY, FIRE DEPARTMENT

DATE: June 8, 2015

RE: REQUEST FOR PROPOSALS (RFP) FOR EMERGENCY MANAGEMENT CONSULTANT SERVICES REGARDING A SINGLE JURISDICTION LOCAL HAZARD MITIGATION PLAN (LHMP)

Both small and large firms with competitive fee proposals are encouraged to apply.

All materials shall become a part of the proposal, and may be incorporated in a subsequent contract between the firm and the City of Downey.

Please submit five (5) copies and one (1) CD copy of the proposal not later than:

4:00 p.m. on Friday, July 17th 2015

Proposals shall be submitted in a sealed package, clearly marked with:

RFP FOR EMERGENCY MANAGEMENT CONSULTANT SERVICES RE: LHMP

Proposals shall be addressed to:

Adria M. Jimenez

City Clerk

City of Downey

11111 Brookshire Ave

Downey, CA 90241

Re: Local Hazard Mitigation Plan

1. The Proposed Services

The City of Downey is accepting proposals from experienced hazard mitigation planning consultants for a single jurisdiction Local Hazard Mitigation Plan (LHMP). The City’s existing LHMP (revised in 2009) was never adopted by the City nor did it meet the criteria outlined by the Plan Review Crosswalk based on the Local Multi-Hazard Mitigation Planning Guidance published by FEMA in July, 2008.

2. RFP and LHMP Schedule

The City anticipates the following project timeline:

Release of RFP	June 8, 2015
Proposals are Due	July 17, 2015
Proposal Evaluation By	July 27, 2015
Consultant Interviews	August 10, 2015
Consultant Selection	August 21, 2015
City Council Approval of Contract	August 25, 2015
Contract Execution	August 31, 2015
Kick-off Meeting Beginning of	September 2015
Draft LHMP	February 1, 2016
City Review of Draft LHMP	February 8 – 19, 2016
Final LHMP By	March 14, 2016
Planning Commission Public Hearing	March 2016
City Council Public Hearing	April 2016
Project Closeout	April 2016

3. Scope of Work

This RFP is intended to cover all labor, tools, equipment, materials, and any supervision necessary to complete the Local Hazard Mitigation Plan Update and Amendment process. The City will be responsible for assembling a Hazard Mitigation Planning Team consisting of City personnel, including: Fire Department, Public Works, Community Development, Parks and Recreation and the Police Department.

The consultant will review the natural and man-made hazards that threaten the City. They will review the hazards with the Hazard Mitigation Planning Team and request input from the team for strategies to mitigate these hazards. The selected consultant will be responsible for the following items:

- a. Conduct necessary research and analysis to prepare a written LHMP as prescribed by FEMA's Local Mitigation Plan Review Guide and the State Local Hazard Mitigation Planning Program.
- b. Identify, profile, and integrate all hazards and mitigation measures, both natural and man-made, that threaten the City.
- c. Conduct public outreach meeting(s) to present findings and obtain feedback on draft strategies being considered for inclusion in the LHMP.
- d. Prepare draft LHMP for City staff review.
- e. Prepare draft LHMP and submit to Cal EMA and FEMA for review.
- f. Conduct public outreach meeting(s) to present draft LHMP.
- g. Make revisions as requested by City Staff, Cal EMA or FEMA.
- h. Other related tasks in accordance with FEMA LHMP guidelines.
- i. Assist in preparation of City Council Presentation(s).
- j. All maps produced shall be in ArcGIS and in PDF format.
- k. Prepare all required environmental documentation pursuant to CEQA/NEPA.

4. Proposal Format Guidelines

Interested consultants are to provide the City of Downey with a thorough proposal with the following guidelines:

a. **Cover Letter**

Each response must be accompanied by a cover letter that contains a general statement of the purpose for submission and includes the following information:

- 1) Name, address, telephone number, and legal business status (individual, partnership, corporation, etc.) of the proposer.
- 2) Name, title, address and telephone number of the person or persons authorized to represent the proposer in order to enter into negotiations with the City with respect to the RFP and any subsequent awarded contract. The cover letter shall also indicate any limitation of authority for any person named.
- 3) If the respondent is a partnership, the response must be signed in the name of the partnership by a general partner. If the respondent is a corporation, the response must be signed on behalf of the corporation by two authorized officers (a President, or Vice-President, and a secretary, treasurer, or chief financial officer), or an officers authorized by the Board of Directors to execute such documents on behalf of the corporation.
- 4) All above signatures must be in original and in ink.

b. Proposal Summary

- 1) Describe your firm’s understanding of the City, the work to be done, and the objectives to be accomplished.

- 2) Project Approach
 - i. Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP.
 - ii. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 - iii. Detailed description of specific tasks consultant will require from City staff.
 - iv. Explain what the respective roles of the City staff and consultant’s staff would be to complete the tasks specified in the Scope of Work.

- 3) Staffing and Qualifications
 - i. Provide general information about your firm including size, scope of practice, years in business, number of employees and office location(s). Indicate the relevant experience of the firm in undertaking this work.
 - ii. State legal name, address and legal structure of your firm. Provide a list of individual(s) who will be working on this project and indicate functions that each will perform. Include a resume for each designated individual. Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Consultant must submit their names and qualifications including information listed above to the City for approval before they begin work.
 - iii. Provide at least three references that received similar services within the last three years from your firm. Information provided shall include:
 1. Client Name
 2. Project Description
 3. Client Project Manager name and telephone number

- 4) Compensation

A proposed budget to complete the work. Payment shall be considered the full compensation for all personnel, materials, supplies, and equipment used by the consultant in carrying out the work.

5. Insurance Requirements

The successful firm shall be required to comply with the following insurance requirements:

- a. **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- b. **Minimum Limits of Insurance.** The successful firm shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.
- c. **Professional Liability.** The successful firm shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of two (2) years following completion of the Project, errors and omissions liability insurance appropriate to its profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.
- d. **Worker's Compensation and Employer's Liability.** As required by California law.
- e. **Insurance Endorsements.** The insurance policies shall contain the following provisions, or the successful firm shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:
 - a. General Liability; Auto Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the successful firm, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the successful firm's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the successful firm's insurance and shall not be called upon to contribute with it in any way.

- b. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the successful firm.
- c. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.
- f. **Separation of Insureds; No Special Limitations**. All insurance required shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.
- g. **Deductibles and Self-Insurance Retentions**. Any deductibles or self-insured retentions must be declared to and approved by the City. The successful firm shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the successful firm shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
- h. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City.
- i. **Verification of Coverage**. The successful firm shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

6. Submission of Proposals

a. **Content of Proposal**

The proposal must be submitted using the format as indicated in the Proposal Format Guidelines

b. **Number of Proposals**

Submit five (5) hard copies plus one CD copy of the proposal.

c. Submission of Proposals

Complete proposals must be submitted by no later than 4:00pm (P.S.T.) on July 17, 2015 to the address below. Proposals will not be accepted after this deadline. Faxed or emailed proposals will not be accepted.

7. Inquiries

Questions about this RFP must be directed in writing, via e-mail to:

Andrew Stevens, Emergency Manager

ASTevens@DowneyCA.org

8. Conditions of Proposal Acceptance

Nothing in this RFP shall create any contractual relationship between respondent and the City of Downey. This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, in its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, or to cancel this RFP in part or in its entirety without prior notice. The City reserves the right to negotiate with any qualified source. The City shall not be liable for any expenses incurred by respondent in connection with this RFP. Respondent shall not issue any news release pertaining to the RFP or the City without prior written approval by the City. All proposals will become property of the City of Downey and shall become public record upon delivery to the City. If any proprietary information is contained in the proposal, it should be clearly identified; however, disclosure or nondisclosure of said information is subject to the requirements of the California Public Records Act.

9. Evaluation Criteria

The City of Downey will use the following criteria in its evaluation and comparison of proposals submitted:

- a. Compliance with RFP requirements. - **20%**
- b. Understanding of the project. - **25%**
- c. Demonstrated successful completion of projects with similar scope, complexity and magnitude for other public agencies. Directly relating consulting experiences of individuals responsible for the work. - **25%**
- d. Price - **30%**

10. Signatures and Declarations

Each proposal must be signed on behalf of the respondent by an officer authorized to bind the proposer, and must include a completed Affidavit of Non-Collusion which is attached to this RFP.

AFFIDAVIT OF NON-COLLUSION

Instructions: Please return this completed form as part of the Response to this RFP submittal.

I swear (or affirm) under the penalty of perjury:

1. That I am the Respondent (if the Responder is an individual), a partner in the company (if the Respondent is a partnership), or an officer or employee of the Respondent corporation having authority to sign on its behalf (if the Respondent is a corporation).
2. That the attached proposal submitted in response to the REQUEST FOR PROPOSALS FOR HAZARDOUS MITIGATION PLANNING CONSULTANT (“Request for Proposals”) has been arrived at by the Respondent independently, and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other respondent of services described in the Request for Proposals, designed to limit fair and open competition.
3. This proposal is genuine, and not a sham or collusive, nor made in the interest or on behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham bid, or any other person, firm, or corporation to refrain from submitting a proposal, and the proposer has not in any manner sought by collusion to secure for themselves an advantage over any other respondent.
4. That the contents of the proposal have not been communicated by the Respondent or its employees or agents to any person not an employee or agent of the Respondent, and will not be communicated to any such persons prior to the official opening of the proposals.
5. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature

Respondent’s firm
Name: _____

Print authorized
representative name: _____ Title: _____

Authorized
signature: _____ Date
(mm/dd/yyyy): _____

State of California)
County of Los Angeles)

On _____ before me, _____,
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Notary Seal