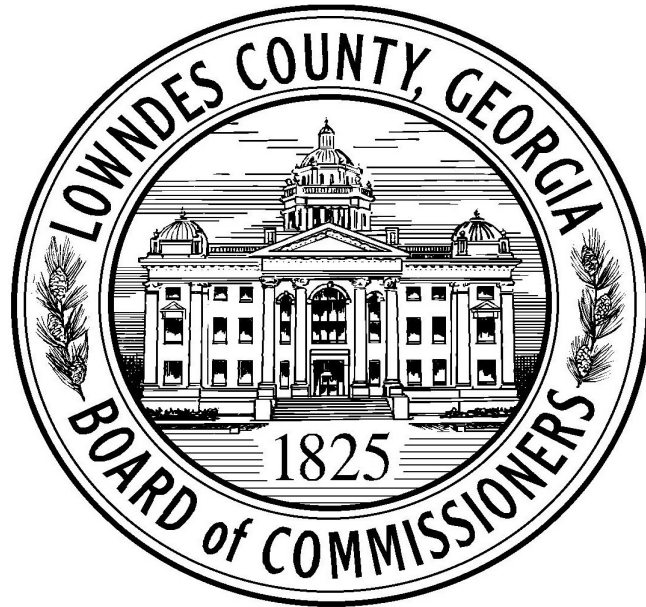


REQUEST FOR PROPOSAL



PURCHASING DEPARTMENT

P.O. BOX 1349

327 NORTH ASHLEY ST.

VALDOSTA, GEORGIA 31601

[#LC-2020-671-1](#)

FOR: Lowndes County Hazard Mitigation Plan Update

OPENING DATE: March 25, 2020

TIME: 10:00 am EST

Amy Woods, Finance Department
(229) 671-2527 P/(229) 671-5222 F

Request for Proposals
Lowndes County Multi-Jurisdiction Hazard Mitigation Plan
Update

GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term "contractor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "successful offeror." The term "county" shall mean Lowndes County, Georgia.
2. **Preparation of Offers:** It shall be the responsibility of the offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the offeror and such exceptions being included with the offer, will form the basis of the contract between the successful offeror and the county. The offeror should take care to answer all questions and provide all requested information.

3. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The offeror's company name,
 - b. The Request For Proposals (RFP) number, and
 - c. The RFP Name, which is Lowndes County Hazard Mitigation Plan Update.

Price schedules shall be placed in an additional opaque sealed envelope, identified as the price schedule, and enclosed in the sealed envelope with the proposal.

Mail or deliver one (1) original proposal, signed in ink by a company official authorized to make a legal and binding offer, along with one (1) copy, and a copy on one (1) flash drive to:

Lowndes County Purchasing Department
Attention: Amy Woods
327 N. Ashley Street
Valdosta, GA 31601

4. **Timely Receipt:** Offers not received by the time and date of the scheduled proposal opening will not be considered, unless the delay is a result of action or inaction of the county.

5. **Open Offer:** The offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening unless this period is specifically excepted to in your offer.
6. **Corrections or Withdrawals:** The offeror may correct a mistake, or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing.

The county reserves the right to waive any defect or irregularity in any proposal received.

In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

7. **Trade Secrets - Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information that constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A) (34).
8. **Site Conditions:** Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the offeror is acknowledging his acceptance of all site conditions.
9. **References:** Offerors shall submit with proposals a list of three (3) jobs the offeror has done that are of the same or similar nature to the work described herein. For each job listed, include a brief description of the work, a contact person, mailing address, valid telephone number and the date job was completed.
10. **Ethics - Disclosure of Relationships :** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (Including in-laws).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Purchasing Agent. You must include the letter with any bid, proposal, or price quote you

submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

11. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the county. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, or other information prior to award. The county reserves the right to obtain clarification or additional information from any firm regarding its proposal. The county reserves the right to select a responsive, responsible firm based on best value that is deemed most advantageous to the county. The county further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
12. **Non-Collusion:** By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.
13. **Ability To Perform:** The offeror may be required, upon request, to provide to the satisfaction of the county that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the county, the county may reject the offer.
14. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the county issuing a written notice to proceed.
15. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
16. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
17. **Indemnification:** The contractor shall defend, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any

character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the contractor or other persons employed or utilized by the contractor in the performance of the contract. The contractor shall pay any judgment with cost that may be obtained against the county growing out of such damages, losses, or expenses.

18. **Non-Assignment:** Assignment of any contract resulting from this request for proposals will not be authorized, except with express written authorization from the county.
19. **Insurance:** The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
 - **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - **Worker's Compensation:** Workers Compensation as required by Georgia statute.

Before a contract is executed with the successful offeror, the successful offeror shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but it must be provided prior to execution of the contract document by both parties. Certificates shall list an additional insured as follows:

Lowndes County Board of Commissioners
P.O. Box 1349
Valdosta, GA 31603

20. **Termination for Cause:** The County may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
21. **Termination for Convenience:** The County may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
22. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the

extent that performance of its obligations is delayed, restricted, or prevented due to any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.

23. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Lowndes County, Georgia.

SPECIAL TERMS AND CONDITIONS- FEDERAL REGULATIONS

24. **Access to Records:** The following access to records requirements apply to this contract:
- a. The contractor agrees to provide the State of Georgia, Lowndes County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor that are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcript ions as reasonably needed.
 - c. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
25. **Records Retention:** The contractor shall retain all records pertaining to the contract for three years after the county makes final payments to the contractor, and all other pending matters are closed.
26. **Energy Policy and Conservation Act:** The contractor shall comply with any applicable mandatory standards and policies relating to energy efficiency that are contained in the state Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94- 163, 89 Stat. 871).
27. **Contract Amendments:** Any contract amendment, change order, or other change or modification must be made in writing and executed by both parties. Such change must be allowable, allocable, within the scope of the grant or cooperative agreement, and must be reasonable for the completion of the project scope.
28. **Program Fraud and False or Fraudulent Statements or Related Acts:** The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

SCOPE OF WORK

OBJECTIVE

Lowndes County, Georgia invites proposals from qualified firms to contract for update of the Multi-Jurisdiction Hazard Mitigation Plan.

INTRODUCTION & STATEMENT OF NEED

Lowndes County is located in the South Central part of Georgia, along the border of Florida. It encompasses approximately 511 square miles and is included in the Valdosta Metropolitan Statistical Area. Based on the census data from April 1, 2010 the population of Lowndes County is officially listed as 109,233, however unofficial estimates compiled in 2018 place that number slightly higher at 116,321. The cities of Dasher, Hahira, Lake Park, Remerton and Valdosta are located within the boundaries of the county.

As stated in the Disaster Mitigation Act of 2000 (Public Law 106-390) the purpose of hazard mitigation is "to reduce the risk of future damage, hardship, loss, or suffering in any area affected by a major disaster." An essential component of a mitigation program is the Hazard Mitigation Plan. Officials from Lowndes County, including each of the municipalities listed above, as well as other organizations and partners, last completed a multi-jurisdiction Hazard Mitigation Plan in 2017. Federal regulations at 44 CFR 201.2 (d) (2) require the Plan to be reviewed and updated every five years, in order to continue program eligibility.

The contract resulting from this RFP will involve financial participation provided by the Federal Emergency Management Agency (FEMA). A condition that FEMA has placed in the award of funding for the update is as follows:

Lowndes County and participating municipalities will update their multi-jurisdictional Hazard Mitigation Plan to meet DMA2K five year update requirements of FEMA. The planning process implemented through this grant must comply with the Local Hazard Mitigation Planning requirements contained in 44 CFR 201. A complete draft plan document must be submitted to the State and our office for review and comment at least 6 months prior to completion of the grant such that any necessary revisions may be made prior to adoption and within the period of performance. The final plan documents must be submitted for review and approval prior to the end of the period of performance of the grant and FEMA approval must be obtained prior to the grant closeout. The plan must be adopted by the governing body of all participating jurisdictions within 6 months of the initial FEMA final approval, in order for participants to obtain eligibility for application to the State for FEMA mitigation grant programs. Lowndes County will follow and adhere to all sections of the Scope of work, and Milestones listed in the associated grant application. Lowndes County will include all HAZUS Level II analysis provided by GEMA/HS in their risk assessment and utilize the information to update their goals, objectives and actions steps.

SCOPE OF SERVICES

The successful offeror shall update all aspects of the multi-jurisdiction Hazard Mitigation Plan, as required by the Disaster Mitigation Act of 200, and as stipulated in the Code of Federal

Regulations at 44 CFR 201, Local Mitigation Planning Handbook, and any other FEMA requirements or applicable laws, rules or regulations.

The consultant's work shall include, but not be limited to, the following:

Identify all changes to the plan within each section

Update the Planning Process

- List jurisdictions participating in the plan that seek approval.
- Describe the process used to review and analyze each section of plan, as well as process used to determine if a section warranted an update.
-

Improve the risk assessment

- Address any newly identified hazards that pose a more significant threat than was apparent when previously approved plan was prepared.
- Discuss new occurrences of hazard events and update the probability of future occurrences.
- Incorporate new information where data deficiencies were identified in the previous plan, or if the data deficiencies remain unresolved, explain why they remain unresolved and include a schedule to resolve the issue.
- Include current inventory of existing and proposed buildings, infrastructure, and critical facilities in hazard areas, including existing NFIP repetitive loss structures. The community will determine how far into the future they wish to go in considering proposed buildings and Critical Facilities based on and timed with data gathering phase of their comprehensive plan or land use plan update.
- The loss estimate should be updated to reflect any changes to the hazard profile and/or the inventory of structures. Any changes to analysis methodologies must be noted. Any previously noted data deficiencies should be updated or explained.
- Include a general overview of land uses and types of development occurring within the community and highlight any new and/or relevant information.
- If there are changes in the risk assessment or the vulnerability of the community to the hazards, the information must be attributed to the appropriate jurisdiction(s) or to the whole planning area, whichever applies.
- Continue to use all available tool sets and data as the GMIS is enhanced (for example: repetitive losses...)

Analyze, update, and continue development of Goals, Objectives, and Action Steps

- Use this update as an opportunity for jurisdictions to reconsider the goals and objectives. For goals and actions that remain, the plan must document that they were re-evaluated and deemed valid and effective.
- Goals and objectives shall include the community's strategy for new or continued NFIP participation. Continue to use the "STAPLEE Criteria" (Social, Technical, Administrative, Political, Legal, Economic, and Environmental), or incorporate the STAPLEE Criteria if not previously used to assess the value of and develop an understanding of the cost effectiveness of mitigation action steps. If actions remain unchanged, the updated plan must indicate why changes are not necessary.
- Shall include evaluation and prioritization for any new mitigation action steps.

Update the Plan Maintenance and Implementation

- Must include an analysis of whether previously approved plan's method and schedule for monitoring, evaluating, and updating plan worked, and what elements or processes, if any, were changed; and discuss method and schedule to be used over next five years.
- Describe other planning mechanisms or ordinances that this plan will be incorporated into, such as Comprehensive Plans.

Information Dissemination

- Describe how the community was involved during plan maintenance process over previous five years, within planning process section of plan update.
- Plan maintenance section shall describe how community will involve public during plan maintenance process over next five years.

Adoption and Review

- The plan will be submitted for State review and recommendation prior to adoption.
- Upon recommendation from GEMA/ HS, the county and participating municipalities will adopt the plan.
- The adopted plan will be submitted for FEMA review and approval.

PROPOSAL RESPONSE REQUIREMENTS

Your proposal should include the following information, in a clear and concise manner, in the order shown below. The owner reserves the right to seek additional information or clarification of issues as needed.

1. **Cover page:** Include the RFP number *and* title (*Hazard Mitigation Plan Update*). Also, include your firm's name, address, telephone number, fax number, and e-mail address.
2. **Table of Contents**
3. **Project understanding and the proposed approach:** State your understanding of the objectives of the project. Describe the approach you propose to take in addressing the needs addressed by this RFP. Identify major milestones to be achieved in completing the project. Identify potential challenges you may face, and how you would resolve them.
4. **Company's background and Experience:** Provide a brief overview of your company, including its size and number of employees, corporate structure, legal status, number of years in business, background and history. Include the firm's experience in providing services such as those described in this RFP. Describe any specialized or unique capabilities that your firm may have developed which would be pertinent to this project.

Also, provide a list of any counties in Georgia that you have conducted similar projects for within the past five years.

5. **The Project Team:** Identify team members who would be assigned to this project. Provide an organization chart of key team members, including any subcontractors if applicable. Identify the project manager who will be empowered to make decisions for, and act on behalf of the firm. Include a resume for key team members. Include relevant training and/or experience each key team member or subcontractor has acquired.
6. **Proposed Schedule:** Provide a schedule for completion of the major milestones as identified in the "Project Understanding and the Proposed Approach" section above.
7. **Pricing Forms:** Include a fixed-price proposal for the work identified in the RFP. Place the price proposal in a separate, sealed envelope. The contract will be awarded on a fixed-price basis, in conformance with Federal regulations at 2 CFR 200.320 (d). Include travel, equipment costs, out-of-pocket expenses, and all other financial considerations in the fixed-price amount.

EVALUATION CRITERIA

Award will be made to the responsible firm whose proposal is most advantageous to the local jurisdictions, with price and other factors considered. An Evaluation Committee will review and evaluate proposals.

Technical Merit: Evaluation scores will be based 70% on technical merit of the proposal (please see Items 4-7 in the Proposal Response Requirements section above), using the following criteria, which are listed in order of relative importance:

<u>Criteria</u>	<u>Max. Points</u>
1. Project understanding and the proposed approach	40
2. Company's background and experience	30
3. The project team	15
4. Proposed schedule	15

Price: The remaining 30% of the evaluation scores will be determined by your proposed price, as compared to other responding entities. Proposed prices will be assigned points earned through use of a "variance" weighted method. The lowest offered price will earn the maximum number of points for the Pricing portion of the score. Other proposals' price scores will be calculated based on the variance of their prices from the lowest offered price.

Mandatory Pre-bid meeting: a mandatory pre-bid conference for March 10, 2020 at 10AM. The pre-bid conference will be held at the Lowndes County Emergency Operations Center, Conference Room, 250 Douglas St Valdosta, GA 31601. Those needing to participate by phone may call in to the conference by dialing (229) 671-3400. The passcode for dial-in attendees is 992 196 667. The phones will be opened 10 minutes prior to the beginning of the conference and only those present when roll call is taken at 10AM will be allowed to participate.