

Request for Proposal

Multijurisdictional Hazard Mitigation Plan

**All Proposals Shall be Marked
“Hazard Mitigation Plan”**

Mail Proposals to:

**Macon County Emergency Management Agency
Attention: Tammy D. Schneider
333 S. Franklin St.
Decatur, IL 62523**

Issue Date: March 04, 2022

Issued By: Tammy Schneider

Project Contact: Tammy Schneider

Email: tdschneider@maconcountyema.org

RFP Response Due: May 11, 2022 at 4:30p.m. CST

Introduction

The Macon Emergency Management Agency and the Macon County Regional Planning Commission, hereafter referred to as “EMA and the Commission,” is requesting proposals from all qualified firms capable of coordinating, facilitating and developing a comprehensive Multijurisdictional Hazard Mitigation Plan Update that meets all Federal Emergency Management guidelines and is most responsive to the needs of the Commission. Macon County has eleven municipalities, seventeen townships, seven school districts, two colleges and several park districts within its boundaries. Each has unique demographics, geographic and political considerations that need to be taken into account when creating the update to the fully integrated mitigation plan.

Proposals received will be evaluated by the EMA and if an appropriate firm is determined to be qualified, capable and able to meet the needs of the EMA said firm, hereinafter referred to as “Contractor” will be selected by the Commission.

All timely responses received from this RFP will be evaluated on the criteria provided.

One original plus two (2) copies and one complete electronic copy in PDF format shall be delivered to the address below on or before 4:30 p.m. central standard time on **May 11, 2022 at 4:30pm CST**. EMA will not be responsible for proposals delivered to a person or location other than that specified herein, and reliance on third party shipping methods will not excuse late proposals.

**Macon County Emergency Management Agency
Attention: Tammy D. Schneider
333 S. Franklin St.
Decatur, IL 62523**

Any amendment or addendum to this RFP is valid only if in writing and issued by the Commission. Questions regarding specifications, or for clarification, errors or omissions for this RFP must be submitted, in writing, to Macon County Emergency Management Coordinator Tammy Schneider via email at: tdschneider@maconcountyema.org

Any communication received by any other method will not be considered.

EMA reserves the right to decline to respond to any questions if, in EMA’s assessment, the information cannot be obtained and shared with all potential vendors in a timely manner. Late proposals shall be returned to sender unopened and will be considered void and unacceptable. EMA shall not be responsible for late mail, no matter the cause.

Primary Responsibility

The selected Contractor(s) will be required to assume full responsibility for all services and activities offered in the proposal. Further, EMA will consider the selected Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Assurance

Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable Federal, State and Local laws and regulations pertinent to this project. Prior to executing an agreement the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.

Independent Contractor

In performance of the work, duties and obligations assumed by the vendor, it is mutually understood and agreed that the vendor, including any and all of the vendor's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the Commission.

Terms and Conditions

EMA prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability, or medical condition. This clause does not require the hiring of unqualified persons.

EMA reserves the right to reject any and all proposals, to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals, and to accept the proposal(s) that appear(s) to be in the best interest of EMA. In determining and evaluating the proposals, final bid, costs and commissions will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.

EMA reserves the right to:

Request clarification of any submitted information;

Not enter into any agreement.

Portions of this RFP and the contractor's proposal may be made part of and incorporated into any resultant contract.

The selected contractor will execute a professional service agreement for services with the Macon County Board. Such agreement shall describe the detail scope of services to be performed, the schedule for completion of work, compensation and other pertinent provisions.

Each firm submitting an RFP for this project shall submit detailed information about the professional qualifications of the individual(s) assigned to carry out this project. Relevant project experience, logistical capabilities and other relevant support data regarding the firm and the assigned personnel must be included. If subcontractors are used in any part of this proposal, these subcontractors and their use must clearly be identified.

Each firm submitting a proposal for this project must provide at least three (3) references where projects of a similar nature have been successfully completed and implemented. These references should provide the name and address of the entity where the project was completed as well as a contact person.

The Contractor agrees to indemnify, hold harmless and defend the County of Macon, their agents, servants, and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of Macon, their agents, servants, or employees or any other person indemnified hereunder.

Reserved Rights

The County of Macon reserves the right to cancel this RFP, to reject any or all proposals, or to accept an alternative proposal. The County reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the Vendor, the County has no less than ninety (90) days to accept. The County may seek clarification from a Vendor at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

Incurred Costs

The County of Macon will not be liable in any way for any costs incurred by respondents in replying to this RFP.

Interpretation, Clarification or Corrections of RFP

Contractors shall promptly notify the listed contact person of any ambiguity, inconsistency or error which they may discover upon examination of this RFP. Interpretations, corrections and changes to the RFP, if needed, will be made in an addendum. Interpretations, corrections and changes made in any other manner shall not be binding.

Criteria for Selection and Award

All proposals submitted in response to this RFP will be evaluated based on compliance with the RFP, Vendor qualifications, and total cost over the life of the contract. This evaluation will be made by EMA and the Commission, forwarding its recommendation to the Environmental, Education, Health and Welfare committee (EEHW). Award shall be made by the Macon County Board to the responsible Vendor, in which the whole proposal is determined to be most advantageous to the County, taking into consideration price and the evaluation criteria listed.

Taxes and Payments

The County of Macon is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax and Federal Excise Tax. The Vendor shall furnish the County with an itemized invoice. Payment shall be made in accordance with applicable provisions of the "Local Government Prompt Payment Act." (50 ILCS 505/1 et seq.)

Contractor Responsibilities

The selected Contractor will be required to assume responsibility for all services in this proposal request. The County will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Any contract resulting from this RFP may not be assigned, in whole or in part without written consent of the County. If the Contractor attempts to make such an assignment without the written consent of the County, the Contractor shall nevertheless remain legally responsible for all obligations under the contract.

Termination

Macon County may terminate service, in whole or in part, without liability, upon sixty (60) days written notice of contract awardees increase costs or decrease services provided under this contract without the County's prior written consent.

Accounting Procedures

The accounting procedures and internal financial controls of the Vendor shall conform to generally accepted accounting practices (GAAP) in order that the costs allowed by this request can be readily ascertained and expenditures verified.

Reservation of Rights

EMA and the Commission reserves the right to reject any and all proposals, to award the agreement to a Contractor other than the low proposal, to award separate agreements for separate parts of the services required, to negotiate the terms and conditions of all and any part of the proposals, to waive irregularities or formalities, and in general to make award in the manner as determined to be in the best interest and at the sole discretion of the Commission.

Responsive Proposals

Contractors are expected to examine the RFP requirements and all instructions. Failure to do so will be at the company's risk. Each company shall furnish all information requested herein. The person signing the proposal must initial all erasures or other changes. If any person contemplating submitting a proposal is in doubt of the true meaning of any part of the specifications of other conditions with the RFP, they are advised to have the portions in question clarified in writing. All responses will be subjected to applicable FOIA statutes. Any proprietary information that cannot be shared should not be part of the proposal.

Changes to Documents

Each change or addendum issued in relation to the RFP will be distributed to all who have inquired or are on record with EMA via the contact person email address listed herein. It shall be the contractor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda issued, shall become part of the contract and all bidders shall be bound by such changes or addenda.

Receipt and Handling of Proposals

Proposals shall be opened in private by Emergency Management to avoid disclosure of contents to competing Vendors. EMA may conduct discussions with any Vendor who submits an acceptable or potentially acceptable proposal. Vendors shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, EMA and the staff working group shall not disclose any information derived from one proposal to any other vendors.

Withdrawal of Proposal

Proposals may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but **only** if the withdrawal is made prior to the stated bid deadline. No proposal may be withdrawn for at least 90 days after opening except the successful company whose prices shall remain firm for the entire contract period. In case of error by the bidder in making up a bid, EMA may, in its discretion, reject such a proposal upon presentation of a letter by the Bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

Accuracy of Proposals

Contractors shall take all responsibility for any errors or omissions in their proposals. If prior to contract award, a Contractor discovers a mistake in their proposal which renders the Contract unwilling to perform under any resulting contract, the Contractor must immediately notify the facilitator and request to withdraw their proposal. It shall be the sole discretion of EMA as to whether or not withdrawal will be permitted.

Equal Employment Opportunity

The Contractor and its subcontractors, as required by law, shall not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter that directly relates to employment, because of race, color, religion, national origin, age, sex, disability, that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the Contract.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitation or advertisements for employees, place by or on the behalf of the Contract, will state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status and religion.

Insurance Requirements

The Contractor whose proposal is accepted must, **at a minimum**, meet and agree to maintain during the term of the contract the following insurance coverage requirements. All coverages shall be with insurance companies licensed and permitted to do business in the State of Illinois. All coverages shall be with insurance carriers acceptable to the County. Certificates of Insurance shall be provided upon request of EMA at any time prior to any agreement or during any term of agreement.

A. The Contractor shall carry Worker's Compensation and Employer's Liability Insurance Coverage, as required by law. In the event that the Contractor uses subcontractors and sub-subcontractors for the performance of services required under this proposal, the Contractor shall ensure that said subcontractors and sub-subcontractors carry Worker's

Compensation and Employer's Liability Insurance coverage, as required by law.

B. The Vendor shall be responsible for insuring all its tools and equipment and all material which it may use and/or leave at the work site. The County shall not be responsible for any loss or damage to the Vendor's tools and materials.

C. The Vendor shall procure and maintain during the term of the contract Commercial General Liability Insurance on an "Occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combines single limit, for Personal Injury or Bodily Injury and \$2,000,000 per occurrence and/or aggregate for Property Damage.

D. The Vendor shall procure and maintain during the term of the contract Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than: \$300,000 per occurrence, combined single limit for: Bodily Injury Liability and Property Damage Liability;

E. The Contractor shall take measures to have the County of Macon, Illinois, added as an additional insured on said policies.

F. If any of the above coverages expire during the term of the Agreement, the Contractor's insurer shall deliver renewal certification and/or policies to Macon County at least thirty (30) days prior to expiration.

Selection Criteria

The primary criteria used in selecting a vendor will be used as follows, the order reflected is not weighed and not necessarily listed by order of importance:

- A. The Contractor's demonstrated experience and expertise in hazard mitigation planning.
- B. Cost Proposal
- C. Past history and references.
- D. Responsiveness to RFP
- E. Method of Approach.

Submitted proposals will be reviewed by staff members from EMA. Additional selection criteria may apply even if not specified below. Contractors who are deemed, on the basis of selection criteria, to be qualified and best suited among those submitting proposals, may be requested to participate in discussions and/or interviews regarding their proposals. Discussions may cover costs, methods and all other relevant factors. EMA reserves the right to select a bidder based on the quality of the proposal – not necessarily the lowest bidder.

At the conclusion of discussions, the Contractors will be ranked on the basis of selection criteria and final negotiations will be conducted with the Contractor ranked first. If a satisfactory agreement can be reached, the contract shall be awarded to the Contractor; otherwise, negotiations will be conducted with each subsequent Contractor until a satisfactory contract can be established or until the determination is made that the rejection of all proposals is in the best interest of Macon County.

Proposal Package - Proposal Requirements

Vendors must submit a response in the form of a proposal which includes the following sections:

- A. Cover letter
 - a) Statement of Interest
 - i) Company profile
 - ii) Date organized
 - iii) Corporate background
 - iv) Company achievements in providing hazard mitigation plans

- B. Executive Summary to the RFP

- C. Three (3) References

- D. Technical Proposal
 - a) Scope of Work
 - b) Deliverables
 - c) Work Plan
 - d) Client Communication
 - e) Other Considerations

- E. Cost Proposal

Statement of Interest

Each Proposal should include a corporate overview describing the legal structure of the company, expertise, experience related to this RFP and key personnel who will be involved in the process. A statement disclosing and describing any current or past affiliation, either by partnership, ownership or contract with EMA or Macon County is required. Provide in detail, your understanding of the proposed project in narrative form, including the approach which the firm plans to use to complete the scope of work.

Scope of Work

1. Coordinate and facilitate the **update** of an approved Federal Emergency Management Agency (FEMA) multijurisdictional hazard mitigation plan, which conforms to the FEMA guidelines, state and local ordinances and capital and NFIP requirements.
2. Facilitate public meetings.
3. Participate in Committee meetings and other pertinent meetings as requested.
4. Document participation of jurisdictions participating in the multijurisdictional hazard mitigation plan.
5. Facilitate and document public comments resulting from public display of plan update.

Deliverables

A FEMA approved Update to the Macon County Multijurisdictional Hazard Mitigation Plan, which is accepted by Macon County, participating municipalities, communities and political subdivisions.

Work Plan

Describe in outline form the proposed work plan, including an estimate of number of hours to be committed to the project by each person involved and a cost loaded task spreadsheet. Include a schedule or timeline for completion of the entire project.

Client Communication

Narrative shall include willingness to meet with staff working group and or the oversight committee (EEHW) as needed or as requested.

Other Considerations

A list of any terms or conditions Contractor would require in the subsequent contract which may not be included in the RFP.

Schedule of Events

RFP Issuance Date	March 04, 2022 – 0830hrs
RFP Question Deadline	April 14, 2022 – 1630hrs
Proposal Deadline	May 14, 2022 – 1630hrs
Proposal Evaluation	May 14, 2022 – June 14, 2022
Contractor Interviews	June 21, 2022 – July 11, 2022
Contract Signing	July 29, 2022 – 1630hrs