



**OFFICE OF
EMERGENCY MANAGEMENT**

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REQUEST FOR PROPOSAL

Multi-Jurisdictional Hazard Mitigation Plan Update

Overview:

The Custer County is requesting bids from qualified contractors to update the current multi-jurisdictional Custer County Hazard Plan (HMP). The update of the current plan is necessary to meet the requirements of the Disaster Mitigation Act (DMA) of 2000, 44 CFRZ Part 201.6 and the most current Federal Emergency Management Agency (FEMA) “how-to” planning guidance. The update will also meet the most current FEMA Local Mitigation Plan Review tool requirements. In addition, the plan will be aligned with the 2018 State of Colorado Hazard Mitigation Plan. A copy of the current plan can be found at: <https://www.custercounty-co.gov/emergencymanagement>

Custer County’s current Hazard Mitigation Plan was approved by FEMA in 2017 and will expire on February 9, 2022. The expected timeframe for revision includes submittal to the Colorado Division of Homeland Security and Emergency Management (DHSEM) by October 26, 2021. Contact Adrian B. Washington, Director of the Office of Emergency Management, for additional project information.

Proposals must be received no later than 2:00 PM local time on March 26th, 2021.

Note: The formal issuance and awarding of the contract is contingent on the release of grant funds from the Colorado Department of Homeland Security and Emergency Management. Further, the Custer County Board of County Commissioners reserves the right to reject any and all proposal or any parts thereof. The right is reserved to waive, any formalities or informalities contained in any proposal, and to award the project to the most responsive and responsible bidder, as deemed in the best interest of the County.

Scope of Services:

The proposed project will develop a Hazard Mitigation Plan (HMP) Update for Custer County that meets the requirements of the Disaster Mitigation Act (DMA) of 2000, 44 CFR Part 201.6 and the most current Federal Emergency Management Agency (FEMA) “how-to” planning guidance. The plan will meet the most current FEMA Local Mitigation Plan Review Tool requirements. In addition, the plan will be aligned with the current State of Colorado Hazard Mitigation Plan.

This will be a multi-jurisdictional plan. At a minimum, the following cities, towns, and special districts are anticipated to be participating jurisdictions (as defined by FEMA) in this multi-jurisdictional plan update:

- Custer County
- Town of Silver Cliff
- Town of Westcliffe
- Custer County School District, C-1
- Custer County Re-2J
- Round Mountain Water & Sanitation District
- Rye Fire Protection District
- Upper Arkansas Water Conservancy District
- West Custer County Hospital District
- West Custer County Library District
- Wet Mountain Fire Protection District

Custer County will procure a contractor with FEMA grant funds to facilitate the planning process, identify the data requirements, conduct research, develop and facilitate the public input process, document the planning process, produce the draft and final plan document, and facilitate the plan adoption process. The contractor will be responsible to the Custer County Project Manager for the following four stages: Organizing Resources; Hazard Identification and Risk Assessment (HIRA); Developing a Mitigation Strategy; and Plan Adoption, Monitoring & Evaluation. The contractor will maintain its project management role until FEMA approves the plan update. The contractor will assist the Custer County Project Manager, as necessary, with documentation for grant management, to include quarterly progress reports, reimbursements for contractual fees, and time spent towards eligible in-kind activities with participating jurisdiction representatives.

Plan Development Tasks:

The proposed planning project has five tasks:

Task 1. Organize Resources.

The plan will document the planning process used to develop the plan update and how the plan will be maintained within a five-year cycle, including the following information:

Custer County will establish a planning team to oversee the development of the plan. The planning team will include representatives from: participating jurisdictions, local elected officials, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development, neighboring communities, and other public, private, and non-profit interests.

Each jurisdiction's participation in the planning process and how they met FEMA's participation requirements.

An action plan, involving a variety of methods, for public involvement and comment during the plan development tasks and a public review/comment period. The plan will document both the process and results, plus which plans, studies, reports, and technical information were reviewed and incorporated. This could include local comprehensive plans, local ordinances, Capital Improvement Plans (CIPs), warning systems, Community Wildfire Protection Plans (CWPPs), public education initiatives, local building codes and zoning ordinances, Floodplain Management Plans, and others.

The participating jurisdictions' implementation and maintenance of the current plan since FEMA's approval.

How each jurisdiction will continue public participation and monitor, evaluate, and update the plan within a five-year cycle.

Task 2. Hazard Identification and Risk Assessment (HIRA).

The updated plan will include an assessment of the changes in development in hazard prone areas and how the vulnerability of each jurisdiction has been affected. The updated plan will also include hazard events that have occurred and any other appropriate changes in data and analysis since the last plan was developed.

The HIRA will include the following information, at a minimum:

1. Updated or new descriptions of the natural hazards (and additional human-caused or technological hazards if so desired) affecting each participating jurisdiction, as needed. Analysis of how hazards vary across jurisdictions, if applicable.
2. Updated information on the location, extent, and previous occurrences of each hazard affecting each jurisdiction.
3. Updates on any hazard events that have occurred since the last plan date.
4. Updated information on the probability of future hazard events.
5. An overall summary for each jurisdiction's vulnerability to each hazard. Rate the impact, for example high, medium, or low and explain the rating system used and the process followed to achieve the ranking.

For each jurisdiction, describe in general each hazard's impact on buildings, infrastructure, critical facilities, and the vulnerable population. Describe vulnerability in terms of types and numbers of National Flood Insurance Program (NFIP) insured properties, to include repetitive loss (RL) and

severe repetitive loss (SRL) properties, located in the identified hazard areas. Include information regarding insured values and previous claims.

Include the most current FEMA Flood Insurance Rate Map (FIRM) in the plan, if available.

Based on best available data, provide updated information on the vulnerability of existing and future buildings, infrastructure, and critical facilities for each jurisdiction. Specify the types and numbers of buildings, infrastructure, and critical facilities.

Based on best available data, provide estimated potential dollar losses to vulnerable structures, describing the methodology used to prepare the estimate.

Based on best available data, describe vulnerability in terms of land use and development trends.

Based on best available data, analyze the economic impacts from potential hazards.

Based on best available data, describe how potential climate adaptation may impact each jurisdiction's current and future vulnerability to specific hazards.

Document each jurisdiction's existing authorities, policies, programs, and resources related to hazard mitigation, and its ability to expand on and improve these existing tools.

Task 3. Develop a Mitigation Strategy.

Each jurisdiction will participate in the development of a mitigation strategy that reflects the results of the risk assessment and includes the following:

1. Overall goals for reducing risk in the planning area. The participating jurisdictions may also create objectives as part of the mitigation strategy. The plan will describe how the planning team reviewed, and if applicable, updated the goals and objectives.
2. The plan update will describe mitigation actions in the current plan, identifying which are complete, incomplete (and why), deleted, or continued for each jurisdiction. Specific mitigation actions and projects to reduce the impacts identified in the risk assessment, with an emphasis on new and existing buildings and infrastructure for each jurisdiction. There must be new identifiable action items for each jurisdiction seeking adoption of the plan.
3. A description of each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate.
4. A description of how the jurisdictions will prioritize and implement the mitigation actions identified for each jurisdiction.

Task 4. Plan Adoption, Monitoring, and Evaluation.

The plan will describe a process for adopting, monitoring, and evaluating this plan update, to include:

1. The method and schedule for monitoring and evaluating the plan, including progress on action items, updates to the HIRA or mitigation goals and objectives, and adding new mitigation actions before the next plan update.
2. Identify how, when, and by whom will the plan be evaluated.
3. The process to incorporate the mitigation plan into other local planning mechanisms for each jurisdiction, and how the previous mitigation plan elements were incorporated into the same.
4. Develop a strategy for continued public participation.
5. A digital copy of the final draft HMP and completed FEMA Local Mitigation Plan Review tool will be submitted to the Colorado Division of Homeland security & Emergency Management (DHSEM) Mitigation Section for submittal to FEMA prior to the grant performance period end date.
6. Contractor will maintain project management role until the Plan is approved by FEMA.
7. Contractor is responsible for changes required by FEMA to gain Approval Pending Adoption (APA) plan status. These changes may be required after final payment is made to the contractor in order to maximize the grant award, but final payment does not relieve the contractor of delivery of a FEMA approved plan.
8. After FEMA indicates the plan is Approval Pending Adoption (APA), the plan will be adopted by the participating jurisdictions within 2-3 months.
9. The resolution of adoption for all jurisdictions will be provided to the State (DHSEM Mitigation Section), and the State will provide adoptions to FEWMA for final approval.

Task 5. Grant Management.

Custer County and participating jurisdictions' staff will assist the County Project Manager, as necessary with the following tasks:

1. Setting up grant documentation and accounting upon award.
2. Consultant procurement and compliance with local, state, tribal, and federal procurement rules.
3. Documenting and reporting in-kind labor and quarterly progress reporting.
4. Documenting grant reimbursements, close-out, and records maintenance.
5. The Contractor will provide required documentation to assist the lead fiscal agent community with completion of quarterly financial and performance reports to DHSEM to include tracking and reporting of in-kind-time contribution from participating jurisdictions.

SUBMISSION:

A. Submittal Process

Proposals must be received no later than 2:00 P.M local time on March 26, 2021. Please submit electronically in pdf format through the Demand Star Request Portal <https://network.demandstar.com/>. As an alternative to electronic submittal, an electronic pdf file of the proposal (or 3 hard copies) may be mailed or delivered in a sealed envelope. To facilitate review, limit file to pertinent information only. All proposals must include verification of eligibility from the System for Awards Management at SAM.gov.

For non-electronic delivery submittals each Proposal must be submitted in a sealed envelope, or package, addressed to the Custer County Board of County Commissioners 205 S 6th St, Westcliffe, CO 81252. Each sealed envelope containing a Proposal must be plainly marked on the outside as Proposal for “Hazard Mitigation Plan”, and the envelope should bear on the outside the name of the proposing firm and their address. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in an outer envelope addressed to the Custer County Board of Commissioners, 205 S 6th St, Westcliffe, CO 81252.

B. Final Product

The expected end-product will be an updated FEMA Approved Multi-Jurisdictional Natural Hazards Mitigation Plan. The HMP must meet all provisions of the current FEMA Review Tool and address the steps in most current FEMA “how-to” planning guidance.

C. Evaluation Criteria

All proposals will be evaluated, and selection will be based on the following criteria:

1. Cost and Pricing:

- a) The Contractor shall break down the cost estimate by task; hours per task; different personnel classifications per hour, (i.e., Principal, Senior Manager, Senior Associate, Senior Schedule, Schedule Analyst, Clerical, etc.) and provide a total cost per task and a total cost for the entire project. Fees shall include all mark-ups, overhead, profit, and any other costs associated with delivering the final product.

2. Specialized experience and technical competence of proposed project team

3. Proposed methodology

4. Knowledge of Custer County

5. Performance record and references

- b) The Contractor shall furnish a summary of experience on similar projects and be prepared to provide examples. Include a brief description of past and current projects.

D. Timeline

Service will begin immediately upon the execution of a signed contract. Potential schedule should be included in contractor's written proposal. A final draft for submission to DHSEM is desired by October 26, 2021.

E. Proprietary Information

Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself.

F. Material Ownership

All materials submitted regarding this RFP become the property of the County and will only be returned at the County's option.

G. Incurring Costs

The County is not liable for any costs incurred by those who have submitted or prepared proposals. Prior to issuance of a signed contract, there is no expressed or implied obligation for any payment to be made by Custer County.

H. Award

Notice of Award will be issued to the successful bidder. Any final documentation necessary to complete the contract requirements will be requested at that time (i.e., Performance Bond, original Certificates of Insurance) and the firm will be given ten (10) days from date of the Notice of Award to acknowledge and comply with these requirements.

Failure to comply with the requirements of the Notice of Award may result in the termination of the contract. The contents of the proposal by the successful firm will become a part of the contractual obligation if a Notice of Award action ensues. Failure by the successful firm to accept the obligations specified in a purchase order, contract or similar acquisition instrument, shall result in cancellation of the award and loss of any Bid Security. Such firm may be restricted from future solicitations.

Once all required documentation is received, a fully executed copy of the contract will be sent to the successful firm.

LEGAL DISCLAIMERS:

A. Indemnification

The Consultant agrees to indemnify and hold harmless Custer County and its officers and its employees from and against all liability, claims, demands and expenses, including court and attorney's fees, on account of any injury, loss or damage which may arise out of or are in any manner connected with the work to be performed, if such injury, loss or damage is caused, in whole or in part, by, or is claimed to be caused in whole or in part by, the negligent act or omission, error or professional error, mistake, accident or other fault of the Consultant, subcontractor of the Consultant, or any office, employee or agent of the Consultant. Consultant shall provide satisfactory certificates of insurance coverage filed with Owner prior to beginning the Work. The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by law:

Worker's Compensation:

1. State: Statutory
2. Applicable Federal (e.g., Longshoreman's): Statutory
3. Employer's liability: \$100,000

Comprehensive General Liability:

1. Bodily Injury:

- \$1,000,000 Each Occurrence
- \$2,000,000 Annual Aggregate, Products and Completed Operation

2. Property Damage:

- \$1,000,000 Each Occurrence
- \$2,000,000 Annual Aggregate

3. Property Damage Liability Insurance will provide explosion, collapse, and underground coverages where applicable.

4. Personal injury, with exclusion deleted:

- \$1,000,000 Annual Aggregate

Comprehensive Automobile Liability:

1. Bodily Injury:

- \$1,000,000 Each Person
- \$1,000,000 Each Accident

2. Property Damage:

- \$1,000,000 Each Occurrence

B. Non-discrimination and Illegal Alien Clause

By submitting a proposal, the Consultant agrees to comply with all applicable State and Federal Laws, rules, regulations and Executive Orders of the Governor of Colorado involving nondiscrimination on the basis of race, color, religion, national origin, age, handicap or sex and the employment of illegal aliens.

The Consultant, with regard to the work performed by it during the contract term, will not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, or Part 26.

C. Civil Rights Act of 1964 Title VI

The Custer County Board of County Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposing firms that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

D. Conflict Disclosures

The Proposer will include a full disclosure of all potential organizational conflicts of interest in the Proposal. By submitting its Proposal, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer will make an immediate and full written disclosure to the Custer County Board of County Commissioners that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. Failure to disclose a conflict of interest is a misdemeanor criminal offense under Colorado Law. Such conflict may arise if any public official exercises any substantial discretionary function in connection with a government contract, purchase, payment or other pecuniary transaction without necessary disclosures as defined by Colorado Revised Statutes (C.R.S.) Section 18-8-308 as amended.

E. Contract Disputes

Any dispute arising out of this Contract, and the performance thereof, shall be resolved by a state court of appropriate jurisdiction, in Custer County, Colorado. The prevailing party to any lawsuit shall be entitled to receive, as part of costs awarded, reasonable attorney fees, expert fees, and other costs of litigation.

F. General Requirements of Successful Bidder

Professional services or creative work, including consultation, evaluation, planning, design, surveying, etc., must be performed only by, or under the direction of, those individuals licensed to practice in the State of Colorado.

The successful bidder shall be prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of Custer County.

The successful bidder, its employees, and any sub-consultants will operate as an independent contractor and will not be considered employees of Custer County.⁹