



**REQUEST FOR PROPOSAL
LARIMER COUNTY COLORADO
200 W. OAK ST., SUITE 4000
FORT COLLINS, COLORADO**

PROPOSAL NUMBER: 14-06
DESCRIPTION: All-Hazard Mitigation Plan Consulting Services
RECORDING DATE: 8/8/2014

The Board of Larimer County Commissioners will be receiving sealed proposals at the office of the Purchasing Director, 200 W. Oak Street, Suite 4000, Fort Collins, Colorado, up to 2:00 P.M. (our clock), Friday, August 8, 2014 at which time they will be recorded, but not publicly opened, to consider contracting with a firm to update a countywide All-Hazard Mitigation Plan for the Larimer County Emergency Management office.

All questions regarding this proposal must be in writing and should go to Ms. Kathryn Rowe, Purchasing Director, at (970) 498-5956. **Questions are due no later than 9:00 a.m., July 29, 2014.** Questions may be faxed to Ms. Rowe at 970-498-5959, or e-mailed to krowe@larimer.org. Please call to verify receipt of your questions. No additional questions will be accepted after the date and time referenced above.

INSTRUCTIONS TO PROPOSERS:

Six (6) copies of your proposal are required. If brochures or other supportive documents are requested, then it is required that 6 sets be submitted with your proposal.

In submitting a proposal, the vendor agrees that acceptance of any or all proposals by the County within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Director of Larimer County.

No work shall commence nor shall any invoices be paid until the contractor provides the requested proof of insurance as outlined in the "Insurance Requirements for Contractors" and until such proof is accepted by Larimer County. ***Additionally***, the contractor will provide an endorsement naming Larimer County as an additional insured to their policy. If you have any questions concerning the insurance requirements, please contact Connie Ellis, Property/Casualty Claims Adjustor, at (970) 498-5963 at least one week before the proposal recording date.

Payment for work performed or goods sold to Larimer County can be expected within 30 days after receipt of the invoice and satisfactory acceptance from the department receiving the service or goods.

As of August 7, 2006, state and local government agencies are prohibited from purchasing services from any contractor that knowingly employs illegal immigrants to help carry out publicly funded work. Pursuant to the provisions of Colo. Rev. Stat. §8-17.5-101, contractors must certify that they are using the E-Verify Program or Department Program to verify the employment eligibility of new employees. If a contractor awarded a contract violates the provisions of Colo. Rev. Stat. §8-17.5-101(2), the state or local government agency may terminate the contract and the contractor will be liable for damages to such agency.

Any contract agreed to by the parties that results in a sole source government contract must contain provisions and comply with Article XXVIII, Section 15 of the Colorado Constitution.

Vendor certifies, warrants, and agrees that (he) (she) (it) has knowledge of the “Keep Jobs in Colorado Act of 2013” codified at Sections 8-17-101, *et seq.* of the Colorado Revised Statutes and that Colorado labor shall be employed to perform at least eighty percent (80%) of the work.¹

Larimer County reserves the right to reject any and or all proposals, to further negotiate with successful proposer and to waive informalities and minor irregularities in proposals received, and to accept any portion of the proposal if deemed to be in the best interest of Larimer County to do so. If, in the sole judgment of the Board of County Commissioners, the proposals are substantially equal, the Board may grant the contract to companies located in Larimer County. The total cost of proposal preparation and submission shall be borne by the proposer.

All information submitted in response to this request for proposal (RFP) is public after the Notice of Award has been issued. The proposer should not include as part of the response to the RFP any information which the proposer believes to be a trade secret or other privileged or confidential data. If the proposer wishes to include such material with a proposal, then the material should be supplied under separate cover and identified as confidential. Statements that the entire proposal is confidential will not be honored. Larimer County will endeavor to keep that information confidential, separate and apart from the proposal subject to the provisions of the Colorado Open Records Act or order of court.

No telephone, e-mail or facsimile proposals will be accepted.

Proposals must be clearly identified on the front of the envelope by proposal number and title. Responsibility for timely submittal and routing of proposals, prior to recording, lies solely with the proposer. Proposals received after the closing time specified will not be considered.

Minority Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on grounds of race, color, or national origin.

The Contractor certifies that by signing the contract, neither the contractor nor subcontractors, the organization nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).

PROJECT OVERVIEW:

Larimer County Emergency Management is seeking qualified consultants to submit proposals for the preparation of a countywide All-Hazard Mitigation Plan update pursuant to the Disaster Mitigation Act of 2000, 44 CFR Part 201.6 and the most current FEMA “how-to” planning guidance.

Larimer County wishes to remain proactive in our steps to prepare our community for natural or human-caused disasters. This plan will allow Larimer County to retain its eligibility for future federal mitigation project funding and help identify mitigation actions that will make local communities more disaster resistant. In order to meet these needs, Larimer County has applied for and received an award of funds from the Hazard Mitigation Grant Program (HMGP) for the development of an All-Hazards Mitigation Plan update.

The contractor selected will be expected to start the program immediately upon signing the contract and complete the work by June 30, 2015. All proposals must address the scope of work for administering the program by this deadline. The County will enter into a negotiated contract with the successful applicant for the Hazard Mitigation Plan Scope of Work described below. The chosen consultant will conduct the identified activities in accordance with applicable state and federal regulations, and will adhere to the FEMA approved crosswalk for both an All-Hazards Plan and a Pre-Disaster Mitigation Plan update (see Appendix A). For Floodplain Management for the City of Fort Collins, the consultant must also follow the steps outlined in the 2013 Community Rating System (CRS) Coordinator’s Manual and ensure the plan meets the CRS Class 4

prerequisites. In addition, the plan will be aligned with the most current State of Colorado Hazard Mitigation Plan.

SCOPE OF WORK:

The proposed project will include the development of a multi-jurisdictional all-hazard mitigation plan update for Larimer County, its incorporated towns and Title 32 Special Districts. The outcome of the project will be a FEMA approved updated All-Hazards Mitigation Plan. Other jurisdictional agencies within Larimer County will be invited to participate in the planning process, and may, if appropriate, be added to the list of agencies included in the plan.

In our efforts to improve overall cooperation and coordination, this Hazard Mitigation Plan update will involve all existing partners from the original plan, as well as multiple new partners, including incorporated towns/cities within Larimer County, special districts and county government. Below is a list of potential partners in this planning effort:

- Larimer County, including the unincorporated communities:

Bellvue	Livermore
Buckeye	Masonville
Campion	Pinewood Springs
Cherokee Park	Pingree Park
Drake	Poudre Park
Glendevey	Red Feather Lakes
Glen Haven	Virginia Dale
LaPorte	Waverly
- All Incorporated Communities including:

Berthoud	Loveland
Estes Park	Timnath
Fort Collins	Wellington
Johnstown	Windsor
- All Unincorporated Communities including:
 - All 19 Fire Protection Districts and Departments
 - All Water and Sanitation Districts and Departments
 - All School Districts
 - All Healthcare Systems, Hospitals and Emergency Medical Services serving Larimer County

Summary of Requested Work:

Larimer County Emergency Management, in conjunction with the Planning and Building Services Division, will assume the lead role in the development of the planning document. Individual agencies or districts will be responsible for assisting in the development of the hazard and vulnerability assessments and the mitigation strategies for their respective jurisdictions but may request and receive assistance in the data collection process. The plan will present the information in a unified framework to ensure a comprehensive and coordinated plan covering the entire county. Each jurisdiction will be responsible for review and approval of their individual sections.

The plan will be prepared in accordance with FEMA guidelines and will follow the attached crosswalk (See Appendix A). The plan will also be aligned with the goals, objectives and priorities of the State's All-Hazards Mitigation Plan. Initial plan development strategy meetings will be held to ensure that the effort is inclusive, cost-effective and well coordinated, and that the roles and responsibilities are clearly defined at the beginning of the process.

The major components of the Mitigation Planning process will include:

1. Coordination and Contracting – Once a contractor is chosen, a kick-off meeting will be scheduled involving that contractor and key members of each participating jurisdiction and special district. Ongoing coordination with key stakeholders is essential.
 - Work closely with the planning committee on all phases of the project. Ensure that representatives from participating jurisdictions, local elected officials, local agencies, other partner agencies, businesses, nonprofits, academia, neighboring counties or communities and the general public have an opportunity to be involved in the planning process. Document efforts to include these partners and their participation or other support efforts as agreed upon by all parties.
 - Develop an action plan for public involvement and comment during the plan development stage and prior to plan approval and document the process and results. Coordinate public involvement through a variety of tools, such as surveys, educational briefings, press releases, informational postings on local websites, and public hearings.
 - Establish minimum standards for participation in the plan. Clearly identify continuing or newly participating jurisdictions and special districts, including documenting how they met the minimum standard for participation.
 - Thoroughly document and describe the planning process with particular emphasis on how the planning team reviewed and analyzed each section of the plan and if each section was revised as part of the update process.
 - Describe how the plan was maintained and implemented over the past 5 years.
2. Data Collection and Review – This will consist of a thorough review of all existing plans, emergency documents, studies, and other best available data from local, regional, state, and federal resources. The planning team members will work with the consultant to compile available information on hazards, risks and vulnerabilities. County and city staff will use GIS to compile the existing maps into a common map dataset to the extent appropriate. Existing data sources such as flood mapping, state earthquake epicenter and ground acceleration mapping, and fire hazard risk mapping will be used. Additionally, due to the recent wildfires and floods within Larimer County, information will be collected from various sources to show the changing environment (floodplains, post-flood LIDAR, soil composition from High Park burn scar, etc). The objective of this task is to identify the best available data for each given hazard, and to identify data gaps.
 - Analyze existing capabilities by identifying, reviewing and incorporating existing plans, studies, reports and technical information into the planning process. This could include local comprehensive plans, local ordinances, capital improvement plans, warning systems, Community Wildfire Protection Plans, public education initiatives, local building codes and zoning ordinances, Flood Plain Management Plans, and other.
 - Utilization of existing GIS information for identified hazards, and correction/update of GIS information as necessary.
 - 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.
 - Provide information on each jurisdiction’s participation in the National Flood Insurance Program (NFIP) in terms of policies in force, total dollar amount for premiums and any claims information. The mitigation strategy should identify, analyze and prioritize action items related to continued compliance with NFIP.
3. Threat, Hazard Identification and Risk/Vulnerability Assessment (THIRA) – This phase will include the completion of the THIRA for all of Larimer County. The best available data will be used to identify potential hazards that could affect each community within Larimer County and assess the communities’ vulnerabilities to those hazards. A detailed risk/vulnerability assessment will be performed. Critical facilities will be identified and mapped.
 - Provide updated or new descriptions of the natural hazards affecting the jurisdictions, as needed. Analyze how hazards vary across jurisdictions.

- Provide updated information on the location and the extent (severity) of each natural hazard affecting the jurisdictions including updated information on previous occurrences.
 - Provide an update on any hazard events between the last plan and now.
 - Provide updated information on the probability ranking of future hazard events.
 - Provide 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 NFIP repetitive loss properties located in the identified hazard areas.
 - Include the most current FEMA Flood Insurance Rate Map in plan, if available.
 - Based on 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 available data, provide estimated potential dollar losses to vulnerable structures, describing the methodology used to prepare the estimate.
 - Based on available data, describe vulnerability in terms of land use and development trends.
 - Based on available data, analyze the economic impacts from potential hazards.
4. Development of Mitigation Goals and Objectives – Based on the results of the risk assessment, goals, objectives and action items will be established. Careful attention will be made to ensure that all actions reflect the priorities of communities and their stakeholders and are both reasonable and achievable. The consultant is to coordinate with other agencies, organizations and interested members of the public having an interest in Larimer County's Mitigation Plan, keeping the Director of Emergency Management informed of their requests.
- Outline the mitigation goals and objectives to reduce or avoid hazard vulnerabilities. Explain how goals and objectives have changed since the adoption of the last plan.
 - The plan update must analyze previous action items to identify which were completed, deleted or continued for each jurisdiction.
 - Facilitate the identification and analysis of a comprehensive range of specific mitigation actions for each hazard, for each jurisdiction. Action items should reduce the effects on existing and new buildings and infrastructure or direct protection of rivers, water conveyance systems and floodplains. There must be identifiable action items for each jurisdiction seeking adoption of the plan.
 - Action items will be prioritized based on evaluation criteria such as the STAPLEE method which analyzes the social, technical, administrative, political, legal, economic and environmental feasibility of proposed actions. This includes a cost-benefit review.
 - Develop an implementation strategy for identified actions that includes the action's priority (i.e. high, medium or low), the lead party responsible for implementation, potential funding sources, and an implementation timeline for each proposed action item.
5. Draft Plan – Based on the previous tasks, the consultant will prepare the plan update in accordance with State and Federal requirements. The consultant will ensure that each required component for each jurisdiction is included in the plan. The plan will include plan maintenance procedures for scheduled monitoring, evaluating, and updating the plan. An Administrative Draft will be prepared for the plan stakeholders to review and approve prior to releasing to the public for review.
6. Public Education and Input – Once the initial hazard identification and profiling is complete, and an Administrative Draft is written, public workshops will be held to review and revise the information as needed. The purpose of these meetings is to assist the county in developing a consensus on the preferred hazard mitigation alternatives, and thereby reduce the potential impacts of these dangers to

people and property. Whenever possible, meetings shall be publicly noticed in order to receive input from interested members of the public.

7. Plan Adoption, Submittal and Subsequent Adoption – County staff will be primarily responsible for carrying out this task with consultant support as necessary. The governing body of each jurisdiction will review and consider the plan and any public input received, further revise the plan if necessary, and direct the consultant to forward the plan to the Colorado Division of Homeland Security and Emergency Management (DHSEM), Mitigation and Recovery Section, for state review. After state and FEMA review, and FEMA ‘Approval pending Adoption’ (APA) status, the adoption of the Final Draft Mitigation Plan Update by each participating jurisdiction will be an agenda item at a public meeting of each jurisdiction for their respective components of the plan.

The consultant will work closely with county staff while submitting the plan to DHSEM and FEMA for review and will be expected to assist with any requested changes to the plan. It will be expected that the consultant will perform the necessary tasks associated with producing a FEMA approved all-hazards mitigation plan update.

- Describe the method and schedule for monitoring the plan, including progress on action items and the responsible department.
- How, when and by whom will the plan be evaluated.
- The updated plan must describe the process to incorporate the mitigation plan requirements into other local planning mechanisms for each jurisdiction and how the previous mitigation plan elements were incorporated into the same.
- Develop and describe a strategy for continued public participation.
- A digital copy of the final draft plan and completed FEMA Plan Review Tool will be submitted to the Colorado Division of Homeland Security and Emergency Management’s Mitigation and Recovery Section for submittal to FEMA prior to the grant performance period end date.
- After FEMA indicates the plan is approvable pending adoption, the plan will be adopted by all participating jurisdictions within six to eight (6-8) months of APA status date.
- The resolution of adoption for all jurisdictions will be provided to the state and the state will provide adoptions to FEMA for final approval.
- Contractor should maintain project management role until the Plan is approved by FEMA.
- Contractor is responsible for changes required by FEMA to gain approvable pending adoption 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.*
- Contractor should assist Larimer County with completion of quarterly financial and performance reports to DHSEM/OEM.
- A copy of the identified and updated Local Capabilities and Mitigation Actions will be provided to the DHSEM Mitigation and Recovery Section in an appropriate format for inclusion in the State Hazard Mitigation Plan database.

City of Fort Collins Floodplain Management and CRS Requirements

The City of Fort Collins participates in FEMA’s Community Rating System (CRS) and is currently a CRS Class 4. One of the CRS activities, Activity 510, is Floodplain Management Planning. The CRS Floodplain Management Planning activity generally follows the Hazard Mitigation Planning Process. However, there are some differences. In addition, because Fort Collins is a Class 4 community there are specific prerequisite requirements related to this activity that must be met in order for Fort Collins to maintain its Class 4. Therefore, the selected consultant must utilize the CRS Coordinator’s Manual and integrate the outlined planning process steps into the overall Hazard Mitigation Planning process. The selected consultant must ensure that all CRS Class 4 prerequisites for Activity 510 have been met. Documentation related to the City of Fort Collins Floodplain Management may be included as an annex/appendix to the Hazard Mitigation Plan rather than being incorporated into the main plan document. The CRS Coordinators Manual, additional

guidance documents related to CRS Activity 510 and Class 4 Prerequisites can be found on the CRS Resources website: <http://crsresources.org/>.

News Releases:

Written approval by the Larimer County Office of Emergency Management will be required prior to any public disclosure regarding this proposal, or any part of the Mitigation Plan.

PERFORMANCE PERIOD

This scope is valid for services performed during the period from the date of contract signature to June 30, 2015. The final invoice shall be submitted to Larimer County Government no later than August 30, 2015.

QUALIFICATIONS:

The chosen contractor must have a clear understanding of the goals and objectives of the project and significant experience identifying hazards, risks and vulnerabilities and prioritizing mitigation based on probability and severity of impact. The firm must also have an understanding of Colorado government, including Title 32 Special District authorities and responsibilities. Finally, due to the recent flood disaster in Larimer County, the firm must have an understanding of floodplain management and mitigation specific to river corridors. The chosen firm must have knowledge and experience with the Community Rating System and specifically CRS Activity 510, Floodplain Management Planning.

PROPOSAL SUBMITTAL REQUIREMENTS:

Your proposal should contain the following information in the order listed:

1. Signed Signature Page
2. Completed References Page
3. Firm(s) name, size, and related experience on similar projects;
4. Proposed Scope of Work – Even though your proposal should include all of the steps outlined in this proposal, you are encouraged to develop a work program for this study which you feel will best meet Larimer County’s objectives as you understand them;
5. Qualifications of key personnel to be assigned, and identification of a Project Manager;
6. Proposed **lump sum cost** for conducting the scope of work as defined above; and
7. A schedule of tasks in order to meet the expected deadline.

SELECTION CRITERIA:

The Mitigation Plan stakeholders, which will consist of county, municipal and special districts partners, will evaluate the submitted proposals and make a recommendation to the Board of County Commissioners no later than August 30, 2014. The Commissioners will then make a decision about hiring a firm to complete the plan update.

An agreement will be executed between the selected consultant and Larimer County (see sample agreement below). Payment will be reimbursed according to the completion of tasks and will be identified in the written contract. Progress reports to the Office of Emergency Management will be required. The study is expected to begin upon signing of the contract and must be completed no later than June 30, 2015.

SAMPLE AGREEMENT

LARIMER COUNTY, COLORADO AGREEMENT PROFESSIONAL SERVICES

THIS AGREEMENT made effective as of the _ day of _, 2014, by and between the Board of County Commissioners of Larimer County, Colorado, located at 200 W. Oak, Fort Collins, Colorado 80521, hereinafter referred to as the "County" and _ located at _, hereinafter referred to as the "Consultant."

The County and the Consultant for the consideration hereinafter set forth agree as follows:

SECTION I - SERVICES OF THE CONSULTANT

The Consultant shall serve as the County's consultant and shall provide as a minimum all of the professional _ services which are described in the Request for Proposal titled _, incorporated by reference herein.

The Consultant shall obtain, and maintain continuously for the term of this contract, at its expense, the insurance described in the Request for Proposal, incorporated by reference herein. The Consultant is not relieved of any liability or other obligations assumed pursuant to this contract by reason of its failure to obtain or maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

SECTION II - TERM

The term of this Contract shall be from _.

The County at its sole option, may offer to extend this Contract for up to two additional one-year terms. The extension option may be exercised providing satisfactory service is given and all terms and conditions of the Contract have been fulfilled. Such extensions, must be mutually agreed upon in writing, by and between the County and the Consultant, and approved by the Larimer County Board of County Commissioners.

SECTION III - INDEPENDENT AWARD VENDOR

- A. In performing the work under this Agreement, the Consultant acts as an independent award vendor and is **solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance**, as well as errors and omissions insurance. The Consultant, as an independent award vendor, **is obligated to pay federal and state income tax on moneys earned**. The personnel employed by the Consultant are not and shall not become employees, agents or servants of the County because of the performance of any work by this Agreement.
- B. The Consultant warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for it, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the County will have the right to annul this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION IV - THE COUNTY'S RESPONSIBILITIES

The County shall:

- A. Provide information as to its requirements for the project.
- B. Give prompt notice to the Consultant whenever the County observes or otherwise becomes aware of any defect in the project.
- C. Assist the Consultant in obtaining approval of all governmental authorities having jurisdiction over the project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.
- D. Furnish, or direct the Consultant to provide at the County's expense, necessary additional services.

SECTION V - MUTUAL UNDERSTANDINGS OF THE COUNTY AND THE CONSULTANT

- A. This Agreement does not guarantee to the Consultant, any work except as authorized in accordance with Section I above, nor does it create an exclusive contract for services.
- B. All of the services contemplated under this Agreement are personal and shall not be assigned, sublet or transferred without the written consent of the County.
- C. Larimer County is a Colorado public entity and all financial obligations extending beyond the current fiscal year are subject to funds being budgeted and appropriated therefore. Nothing in this agreement shall be deemed a waiver of the Colorado Governmental Immunity Act.
- D. The Consultant and any and all of its personnel utilized by the County under the terms of this Agreement shall remain the agents and employees of the Consultant and are not, nor shall they become agents or employees of the County.
- E. Ownership of documents.
 - (1) All tracings, plans, specifications, estimates, reports, data and miscellaneous items purported to contribute to the completeness of the project shall be delivered to and become the property of the County, upon County's request.
 - (2) Basic survey notes, charts, sketches, computations, and other data prepared hereunder shall be made available to the County, upon request, and become the property of the County.
 - (3) All data received hereunder shall be made a part of the County's permanent records and files and preserved therein for six (6) years per Colorado state statute.

SECTION VI - PAYMENT AND FEE SCHEDULE

It is understood and agreed by and between the parties hereto, that the County shall pay the Consultant for services furnished, and the Consultant shall accept \$ as full payment for such services.

Invoices will be submitted by the Consultant monthly for services performed and expenses incurred pursuant to this Agreement during the prior month.

SECTION VII - INDEMNIFY AND HOLD HARMLESS PROVISION

The Consultant agrees to indemnify and to hold the County and its agents harmless from any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities or property caused or sustained by any person(s) as a result of any intentional or negligent act by Consultant or failure of Consultant to perform this Agreement according to its terms.

SECTION VIII - CHARTER, LAWS AND ORDINANCES

The Consultant at all times, agrees to observe all Federal and State laws, and Resolutions and Ordinances of the local jurisdiction, and all rules and regulations which in any manner affect or govern the work under this Agreement.

SECTION IX - TERMINATION OF CONTRACT

A. TERMINATION OF CONTRACT FOR CONVENIENCE OF THE COUNTY

The County may terminate this Contract at any time by giving written notice to the Consultant of such termination within 15 calendar days of the date of notice and specifying the effective date thereof. If the Contract is terminated by the County; the County will pay the consultant for work accomplished to date of termination as follows: (a) Lump Sum contracts: The percentage of the total lump sum fee that represents the ratio of work performed to the total amount of work; (b) Cost Plus Fixed Fee contracts; incurred cost of actual work performed plus a percentage of the fixed fee that represents the ratio of work performed to the total amount of work in the contract; (c) Specific Rate of Compensation contract: Incurred cost of actual work performed; (d) Per Unit of Work contracts; The cost of each completed unit work and/or a percentage of each partially completed unit of work.

Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant and the County may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Consultant is determined.

B. OWNERSHIP OF PARTIALLY COMPLETED WORK

All work accomplished by the consultant prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

SECTION X - CHANGE ORDERS OR EXTENSIONS

A. The County may, from time to time, require changes in the scope of the services of the Consultant to be performed herein. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon in writing by the County and the Consultant. If Larimer County orders or directs any additional compensable work to be performed by the award vendor, Larimer County will reimburse the award vendor for the award vendor's costs on a periodic basis for all additional directed work until a change order is finalized. However, in no instance shall periodic reimbursement be required before the award vendor has submitted an estimate of costs

B. The County may extend the time of completion of services to be performed by the Consultant. Such extensions, must be mutually agreed upon in writing, by the County and the Consultant.

SECTION XI - EQUAL EMPLOYMENT OPPORTUNITY

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

B. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subaward vendor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

C. The Consultant agrees to comply with such rules, regulations or guidelines as the County, State or Federal agencies may issue to implement these requirements.

D. The Consultant shall be licensed as required by law.

SECTION XII – ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES

- A. The Award vendor certifies that the Award vendor shall comply with the provisions of C.R.S. 8-17.5-101, et. seq. The Award vendor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subaward vendor that fails to certify to the Award vendor that the subaward vendor shall not knowingly employ or contract with an illegal alien to perform work under this contract.
- B. The Award vendor represents, warrants, and agrees that it (a) has verified that it does not employ any illegal aliens, through participation in either the E-Verify Program or in the State of Colorado Verification Program (“Department Program”).
1. If the Award vendor elects to participate in the Department Program pursuant to C.R.S. 8-17.5-102, the Award vendor must provide the County a copy of Award vendor’s completed Notice of Participation Form.
 2. If the Award vendor hires a new employee who performs work under this public contract, the Award vendor must provide the County affirmation as required by C.R.S. 8-17.5-102(5)(c)(II).
- C. The Award vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Award vendor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101, et. seq., the County may terminate this Contract for breach of contract, and the Award vendor shall be liable for actual and consequential damages to the County.
- D. The Award vendor shall not use the E-Verify Program or the Department Program to undertake pre-employment screening of job applicants while this Contract is being performed.
- E. If the Award vendor obtains actual knowledge that a subaward vendor performing work under this contract knowingly employs or contracts with an illegal alien, the award vendor shall:
1. Notify the subaward vendor and the County within three days that the Award vendor has actual knowledge that the subaward vendor is employing or contracting with an illegal alien; and
 2. Terminate the subcontract with the subaward vendor if within three days of receiving the notice required pursuant to sub-paragraph “a” above, the subaward vendor does not stop employing or

contracting with the illegal alien, unless the subaward vendor provides information to establish that the subaward vendor has not knowingly employed or contracted with an illegal alien.

SECTION XIII - SPECIAL CONDITIONS

The work to be performed under this Contract shall commence promptly after receipt of a fully executed copy of this agreement to the extent that the Consultant has been authorized to proceed by the County and the Consultant shall complete the work within _ consecutive calendar days after commencement of the work.

The Contract Administrator for this contract shall be _, (title) and he/she can be reached by phone at _. The Contract Administrator does not have the authority to alter or modify the terms of this Agreement.

SECTION XIV - INSPECTIONS, REVIEWS AND AUDITS

A. During all phases of the work and services to be provided hereunder the Consultant agrees to permit duly authorized agents and employees of the County, to enter the consultant's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

B. Consultant and its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment, for inspection by Larimer County and copies thereof shall be furnished if requested.

SECTION XV - REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has the power and ability to enter into this Contract, to grant the rights granted herein and to perform the duties and obligations described herein.

SECTION XVI – DEBARMENT LIST

The Award vendor certifies by signing this document that neither the award vendor, the organization nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).

SECTION XVII – DEFAULT

If Consultant defaults in any obligation under this contract, Consultant shall be liable for all costs, expenses and payment incurred by the County including any reasonable expenses for attorney's bills.

Signed this _____ day of _____, 2014, effective as of _____ 2014.

BOARD OF COUNTY COMMISSIONERS,
LARIMER COUNTY, COLORADO

Chair, Board of County Commissioners

Consultant

By _____

Title _____

Phone Number _____

INSURANCE REQUIREMENTS:

Prior to commencement of any work, contractor shall forward Certificates of Insurance to Larimer County Risk Management, 200 W. Oak St., #4000, Fort Collins, Colorado 80521. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract and shall be written for not less than the following amounts, or greater if required by law. Certificate Holder should be Larimer County at the above address.

I. Workers' Compensation and Employers' Liability

- | | |
|--------------------------|--|
| A. State of Colorado: | Statutory |
| B. Applicable Federal: | Statutory |
| C. Employer's Liability: | \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee |
| D. Waiver of Subrogation | |

II. Commercial General Liability on an Occurrence Form including the following coverages: Premises Operations; Products and Completed Operations; Personal and Advertising Injury; Medical Payments; Contractual Liability; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001. Minimum limits to be as follows:

- | | |
|--|-------------|
| A. Bodily Injury & Property Damage General Aggregate Limit | \$2,000,000 |
| B. Products & Completed Operations Aggregate Limit | \$2,000,000 |
| C. Personal & Advertising Injury Limit | \$1,000,000 |
| D. Each Occurrence Limit | \$1,000,000 |

Other General Liability Conditions:

1. Products and Completed Operations to be maintained for one year after final payment. Contractor shall continue to provide evidence of such coverage to the County on an annual basis during the aforementioned period (as appropriate).
2. **Contractor agrees that the insurance afforded the County is primary.**
3. If coverage is to be provided on Claims Made forms, contractor must refer policy to Risk Management Department for approval and additional requirements.

III. Professional Liability/Errors & Omissions \$1,000,000

IV. Commercial Automobile Liability coverage to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos. Limits to be as follows:

- | | |
|---|----------------|
| A. Bodily Injury & Property Damage Combined Single Limit | \$1,000,000 |
| B. Medical Payments Coverage | \$5,000/person |
| C. Uninsured/Underinsured Motorist Colorado Statutory Limit | \$1,000,000 |

V. **All Insurance policies** (except Workers Compensation and Professional Liability) **shall include Larimer County and its elected and appointed officials and employees as additional insureds as their interests may appear.** The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability. Additional Insured endorsement(s) shall be attached to the certificate of insurance that is provided to the county.

- VI. The County reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Property and Liability Insurance Companies shall be licenses to do business in Colorado and shall have an AM Best rating of not less than B+ and/or VII.
- VII. **Notice of Cancellation:** Each insurance policy required by the insurance provision of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Larimer County Risk Management, 200 W. Oak St., #4000, Ft. Collins, CO 80521. If the insurance company refuses to provide the required notice, the contractor or its insurance broker shall notify the County of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.
- VIII. Contractor shall furnish Larimer County certificates of insurance. Contractor will receive all sub-contractors certificates of insurance. Such certificate must meet all requirements listed above.

ANY DEVIATIONS FROM THE STANDARDS GIVEN ABOVE MUST BE APPROVED BY THE LARIMER COUNTY RISK MANAGEMENT DEPARTMENT.

References:

Provide a minimum of three (3) governmental entities that your firm has worked with in the past three (3) years providing all hazard mitigation planning services. Failure to complete in full may cause your proposal to be rejected.

<u>Agency</u> _____ _____	<u>Contact Name & Title:</u> _____ _____	<u>Services provided and what years this occurred:</u> _____ _____ _____
<u>Address:</u> _____ _____	<u>Contact Phone & Email:</u> _____ _____	_____ _____
<u>Agency</u> _____ _____	<u>Contact Name & Title:</u> _____ _____	<u>Services provided and what years this occurred:</u> _____ _____ _____
<u>Address:</u> _____ _____	<u>Contact Phone & Email:</u> _____ _____	_____ _____
<u>Agency</u> _____ _____	<u>Contact Name & Title:</u> _____ _____	<u>Services provided and what years this occurred:</u> _____ _____ _____
<u>Address:</u> _____ _____	<u>Contact Phone & Email:</u> _____ _____	_____ _____
<u>Agency</u> _____ _____	<u>Contact Name & Title:</u> _____ _____	<u>Services provided and what years this occurred:</u> _____ _____ _____
<u>Address:</u> _____ _____	<u>Contact Phone & Email:</u> _____ _____	_____ _____

EVALUATION CRITERIA:

The evaluation committee will evaluate each proposal on the criteria listed below. The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating. Short-listed vendors may be required to give an oral presentation to the evaluation committee.

<u>Criteria</u>	<u>Standard</u>	<u>Weighting Factor</u>
Qualifications	Ability to provide services: Does the consultant have a background with hazard mitigation planning?	30%
Project Approach	How will the firm meet the needs of the scope? How will the plan be implemented? Does the consultant have a clear understanding of the project? Is their methodology easy to understand and follow? Does the schedule outlined in the proposal seem adequate/feasible for this project?	25%
Proposal Quality	Are all areas of the scope addressed? Is the proposal complete?	20%
Proposed Fee	Are fees reasonable compared to the other proposals received?	15%
Proposed Personnel	Quality, background and experience Will work be completed by the consultant staff or will it be subcontracted out?	10%

SIGNATURE PAGE

ADDENDA:

The proposer acknowledges the receipt of the following Addenda:

<u>Addendum Number</u>	<u>Date of Addendum</u>	<u>Date Received</u>
_____	_____	_____

The undersigned certifies that he/she has examined the specifications and instructions to proposers and has submitted a proposal in full compliance and without collusion with any other person, individual or corporation.

The undersigned further certifies that he/she is or is trying to participate in the "Basic Pilot Employment Verification Program (Basic Pilot)" as detailed as a part of the "Systematic Alien Verification for Entitlements (SAVE) Program" as found on the U.S. Citizenship and Immigration Services website at (<http://www.uscis.gov>). The entire URL for the SAVE program is:

http://www.uscis.gov/portal/site/uscis/menuitem.5af9bb95919f35e66f614176543f6d1a/?vgnnextoid=71cf58f91f08e010VgnVCM1000000ecd190aRCRD&vgnnextchannel=71919c7755cb9010VgnVCM10000045f3d6a1_____

The undersigned certifies that you have verified that you do not employ illegal aliens, and that you shall not knowingly employ an illegal alien to perform work.

SIGNED: _____ TITLE: _____

PRINTED NAME: _____

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____ EMAIL ADDRESS _____

For further information regarding this request for proposal, please contact Kathryn Rowe, Purchasing Director, at (970) 498-5956.

Proposal Number: P14-06 All-Hazard Mitigation Plan Consulting Services
Proposal Closing Date: _____
Vendor Name: _____
Return Proposal to:
LARIMER COUNTY PURCHASING DIRECTOR
200 W. OAK STREET, SUITE 4000, PO BOX 1190
FORT COLLINS, COLORADO 80521



NOTE: Use the label to the left on packages when returning your proposal response.

Appendix A: LOCAL MITIGATION PLAN REVIEW TOOL

The *Local Mitigation Plan Review Tool* demonstrates how the Local Mitigation Plan meets the regulation in 44 CFR §201.6 and offers States and FEMA Mitigation Planners an opportunity to provide feedback to the community.

- The Multi-jurisdiction Summary Sheet should be used to document contact information for each jurisdiction and if each met the requirements of the Plan, if a multi-jurisdictional plan.
- The Regulation Checklist provides a summary of FEMA’s evaluation of whether the Plan has addressed all requirements.
- The Plan Assessment identifies the plan’s strengths as well as documents areas for future improvement.

The FEMA Mitigation Planner must reference this *Local Mitigation Plan Review Guide* when completing the *Local Mitigation Plan Review Tool*.

Jurisdiction:	Title of Plan:	Date of Plan:
Local Point of Contact:	Address:	
Title:		
Agency:		
Phone Number:	E-Mail:	

State Reviewer:	Title:	Date:
------------------------	---------------	--------------

FEMA Reviewer:	Title:	Date:
Date Received in FEMA Region VIII		
Plan Not Approved		
Plan Approvable Pending Adoption		
Plan Approved		

Larimer County Mitigation Plan | 2015

**SECTION 1:
MULTI-JURISDICTION SUMMARY SHEET**

MULTI-JURISDICTION SUMMARY SHEET									
#	Jurisdiction Name	Jurisdiction Type	Jurisdiction Contact	Email	Requirements Met (Y/N)				
					A. Planning Process	B. HIRA	C. Mitigation Strategy	D. Update Rqmts.	E. Adoption Resolution
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

**SECTION 2:
REGULATION CHECKLIST**

REGULATION CHECKLIST	Location in Plan		Not
Regulation (44 CFR 201.6 Local Mitigation Plans)	(section and/or page number)	Met	Met
ELEMENT A. PLANNING PROCESS			
A1. Does the Plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? (Requirement §201.6(c)(1))			
A2. Does the Plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development as well as other interests to be involved in the planning process? (Requirement §201.6(b)(2))			
A3. Does the Plan document how the public was involved in the planning process during the drafting stage? (Requirement §201.6(b)(1))			
A4. Does the Plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement §201.6(b)(3))			
A5. Is there discussion of how the community(ies) will continue public participation in the plan maintenance process? (Requirement §201.6(c)(4)(iii))			
A6. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a 5-year cycle)? (Requirement §201.6(c)(4)(i))			
ELEMENT A: REQUIRED REVISIONS			
ELEMENT B. HAZARD IDENTIFICATION AND RISK ASSESSMENT			
B1. Does the Plan include a description of the type, location, and extent of all natural hazards that can affect each jurisdiction(s)? (Requirement §201.6(c)(2)(i))			
B2. Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))			
B3. Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? (Requirement §201.6(c)(2)(ii))			
B4. Does the Plan address NFIP insured structures within the jurisdiction that have been repetitively damaged by floods? (Requirement §201.6(c)(2)(ii))			
ELEMENT B: REQUIRED REVISIONS			

REGULATION CHECKLIST		Location in Plan (section and/or page number)	Met	Not Met
Regulation (44 CFR 201.6 Local Mitigation Plans)				
ELEMENT C. MITIGATION STRATEGY				
C1. Does the plan document each jurisdiction's existing authorities, policies, programs and resources and its ability to expand on and improve these existing policies and programs? (Requirement §201.6(c)(3))				
C2. Does the Plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement §201.6(c)(3)(ii))				
C3. Does the Plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? (Requirement §201.6(c)(3)(i))				
C4. Does the Plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? (Requirement §201.6(c)(3)(ii))				
C5. Does the Plan contain an action plan that describes how the actions identified will be prioritized (including cost benefit review), implemented, and administered by each jurisdiction? (Requirement §201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii))				
C6. Does the Plan describe a process by which local governments will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? (Requirement §201.6(c)(4)(ii))				
<u>ELEMENT C: REQUIRED REVISIONS</u>				
ELEMENT D. PLAN REVIEW, EVALUATION, AND IMPLEMENTATION (applicable to plan updates only)				
D1. Was the plan revised to reflect changes in development? (Requirement §201.6(d)(3))				
D2. Was the plan revised to reflect progress in local mitigation efforts? (Requirement §201.6(d)(3))				
D3. Was the plan revised to reflect changes in priorities? (Requirement §201.6(d)(3))				
<u>ELEMENT D: REQUIRED REVISIONS</u>				
ELEMENT E. PLAN ADOPTION				
E1. Does the Plan include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval? (Requirement §201.6(c)(5))				

REGULATION CHECKLIST		Location in Plan (section and/or page number)	Met	Not Met
Regulation (44 CFR 201.6 Local Mitigation Plans)				
E2. For multi-jurisdictional plans, has each jurisdiction requesting approval of the plan documented formal plan adoption? (Requirement §201.6(c)(5))				
<u>ELEMENT E: REQUIRED REVISIONS</u>				
ELEMENT F. ADDITIONAL STATE REQUIREMENTS (OPTIONAL FOR STATE REVIEWERS ONLY; NOT TO BE COMPLETED BY FEMA)				
F1.				
F2.				
<u>ELEMENT F: REQUIRED REVISIONS</u>				

**SECTION 3:
PLAN ASSESSMENT**

A. Plan Strengths and Opportunities for Improvement

This section provides a discussion of the strengths of the plan document and identifies areas where these could be improved beyond minimum requirements.

Element A: Planning Process

Element B: Hazard Identification and Risk Assessment

Element C: Mitigation Strategy

Element D: Plan Review, Evaluation, and Implementation (Plan Updates Only)

B. Resources for Implementing Your Approved Plan

