STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
DEMA Procurement Office, Building #M5330
5636 East McDowell Road
Phoenix, Arizona 85008-3495.

REQUEST FOR PROPOSAL NUMBER: M8-0034

PROPOSAL DUE DATE: 2:00 pm (MST), **April 9, 2008**

In accordance with Arizona Revised Statute § 41-2534, competitive sealed proposals for the material or service specified will be received by the Department of Emergency and Military Affairs (hereinafter referred to as Department) Procurement Office (State), location identified above, until the date and time cited. Offers received will be opened and read publicly.

Proposals must be in the possession of the Department Procurement Office (State) on, or prior to, the due date and time. Except as provided in the Arizona Procurement Code, late proposals will not be considered. Offerors submitting late proposals will be so notified.

Proposals must be submitted in a sealed envelope with the Request for Proposal Number and the Offeror's name and address clearly indicated on the envelope. All proposals must be completed in ink or be typewritten. Additional instructions for preparing proposals are provided herein. Offerors are encouraged to carefully read the entire Solicitation.

People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice to the Department of Emergency and Military Affairs Procurement Office.

MATERIAL OR SERVICE: Local Multi-Hazard Mitigation Plan Development

PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held at 9:00 am (MST), March 25, 2008 at 5636 E. McDowell Rd Phoenix, AZ 85008 Bldg M5330. All potential Offerors are highly encouraged to attend.

FOR QUESTIONS ON THE SCOPE OF WORK: Susan Wood **TELEPHONE:** (602) 392-7518

CONTRACT TYPE: FIRM, FIXED PRICE

CONTRACT TERM: INITIAL TWO YEAR AWARD WITH THREE ONE YEAR OPTIONS TO RENEW

BUYER: Kathy Eastep **TELEPHONE:** (602) 267-2763

PROPOSAL ISSUE DATE: 3/10/2008

Corry Slama

CORRY SLAMA
As Procurement Officer and Not Personally

NOTE: Map/Location of the DEMA Procurement Office (State) is on the back of this page

032907

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The **documents and forms listed below in boldface type and underlined** must be completed and returned by the Offeror. Other documents may be required. Offerors shall carefully review all sections of the Request for Proposal.

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SECTION I

UNIFORM INSTRUCTIONS TO OFFERORS v 7.1

The State of Arizona's approved Uniform Instructions **(Version 7.1, Dated 05/01/03)** to Offerors/Bidders are incorporated herein by reference and are available for public review and download in Adobe Acrobat format from the following web site:

http://www.azdoa.gov/spo/procurement-documents/procurement-documents

A hardcopy of the State of Arizona's approved Uniform Instructions to Offerors/Bidders is available upon request by visiting the Emergency and Military Affairs Procurement Office (State), 5636 E. McDowell Rd., Building M5330, Phoenix, AZ 85008-3495 or by calling (602) 267-2699.

SECTION II

UNIFORM TERMS AND CONDITIONS – AZ SPO Form 202, Revision 7

The State of Arizona's approved Uniform Terms and Conditions **(Version 7.0, Dated 05/01/03)** are incorporated herein by reference and are available for public review and download in Adobe Acrobat format from the following web site:

http://www.azdoa.gov/spo/procurement-documents/procurement-documents

A hardcopy of the State of Arizona's approved Uniform Terms and Conditions is available upon request by visiting the Emergency and Military Affairs Procurement Office (State), 5636 E. McDowell Rd., Building M5330, Phoenix, AZ 85008-3495 or by calling (602) 267-2699.

SECTION III

DEMA SPECIAL TERMS AND CONDITIONS

1. **PURPOSE**

Pursuant to the provisions of the Arizona Procurement code, A.R.S. §41-2534, et.seq., the State of Arizona, Department of Emergency and Military Affairs intends to develop their respective FEMA approvable plans, ensuring they are eligible for federal disaster funding.

2. **CONFIDENTIAL INFORMATION**

If a person believes that its proposal or protest submitted to the State contains trade secrets or other proprietary data that remain confidential under A.R.S. § 41-2533(d) or A.R.S. § 41-2534(d), the person shall include, with its submission, a statement that explains and supports the person's claim that the submission contains such information. The person also shall stamp as confidential or otherwise specifically identify in its submission all trade secrets and other proprietary data that it believes remain confidential.

3. **INDEMNIFICATION CLAUSE**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

4. **INSURANCE REQUIREMENTS**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Blanket Contractual Liability – Written and Oral $1,000,000
- Fire Legal Liability $ 50,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Disease – Policy Limit	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. **<u>ADDITIONAL INSURANCE REQUIREMENTS</u>**
The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such

additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **Arizona Department of Emergency and Military Affairs, 5636 E. McDowell Rd., Bldg. M5330, Phoenix, AZ 85008.** And shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERFICATION OF COVERAGE

The awarded Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Department of Emergency and Military Affairs, 5636 E. McDowell Rd., Bldg. #M5330, Phoenix, AZ. 85008.** The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. SUBCONTRACTORS

Contractors' certificate(s) shall include all subcontractors as insured's under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL

Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. EXCEPTIONS

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

5. LICENSES/REGISTRATIONS

The Contractor and any consultants shall maintain current all applicable federal, state and local licenses/registrations required for the operation of the business conducted by the Contractor and any consultants as applicable to the Contract.

6. PATENTS AND COPYRIGHTS

All services, information, computer program elements, reports and other deliverables which may be patented or copyrighted and created under the Contract are the property of the State of Arizona and shall not be used or released by the Contractor or any other person except with the prior written permission of the Department.

7. PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN STATE PERSONNEL

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the Department's needs in accordance with Arizona Revised Statute, Title 41, Chapter 23, Article 4 and associated Arizona Administrative Codes.

8. APPROVAL

The Contract shall be entered into by the Department and the Contractor in accordance with laws of the State of Arizona.

9. SAFETY STANDARDS

All work provided under this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the Uniform Building Code, the National Electric Code, the National Fire Protection Association Standards, and any other applicable Code, Law or Statute.

10. TERM OF CONTRACT

The term of any resultant Contract shall commence on the date of Notice to Proceed and continue for the period of TWO YEARS WITH THREE ONE YEAR OPTIONS TO RENEW thereafter unless terminated, cancelled or extended as otherwise provided herein.

11. CONTRACT EXTENSION

The Department reserves the right to unilaterally extend the Contract for thirty-one (31) days past the expiration date. Any resultant Contract may be extended for supplemental periods of one (1) year each, up to a maximum contract term of five (5) years, by a mutual written agreement between the Contractor and Department.

12. CONTRACT APPLICABILITY

The Contractor shall comply with all requirements found within the text of the Contract and this Solicitation. All previous agreements, Contracts, or other documents, which have been executed between the Contractor and the Department/State of Arizona, are not applicable to this Solicitation nor any resultant Contract.

13. USE OF ENDANGERED TROPICAL HARDWOOD

Contractors shall comply with all provisions of Arizona Revised Statute § 34-201, as amended, concerning any construction, building addition, or alteration project which is financed by monies of this State or its political subdivisions. Endangered tropical hardwood shall not be used unless an exemption is granted by the Director of the Department of Administration. The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. "Endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

14. VALUE IN PROCUREMENT

Through the Governor's Efficiency Review initiative the Value in Procurement Committee has been established. A major initiative of the VIP Committee is to aggregate specific procurements to increase efficiency and cut costs. The VIP Committee may designate and establish a statewide contract for these types of goods or services. At such time, this contract may not be extended beyond its original term even though additional contract extensions may still be available.

15. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in their bid/proposal.

Section IV
PROPOSAL REQUIREMENTS

1. **Purpose.** The Arizona Department of Emergency and Military Affairs requests submission of Proposals from qualified firms for Local Multi-Hazard Mitigation Plan Development.

2. **Proposal Format.** Firms interested in submitting a Proposal must respond in accordance with the requirements contained herein and include no less than the following information (organized and tabbed in this sequence):

Letter of Transmittal

Table of Contents

Short Introduction and Summary – A written narrative describing the method or manner in which you propose to satisfy and/or meet the requirements of the Scope of Work.

Proposal

Qualifications

a. Describe the length of time the firm has been in operation and its experience with similar projects as outlined in this solicitation;

b. Clearly identify the project team organization and specific personnel to be assigned to the project, to include:

(1) Brief resumes of the professional staff directly involved in the project. Resumes must include number of years with the firm, education level achieved, individual experience, overall qualifications and any certifications obtained.

(2) Organizational chart, staffing levels and lines of authority. Describe how the project responsibility will be established and controlled.

(3) Provide a list of key personnel in the organization not directly related to the project who will provide support services.

(4) Project responsibility for key employees or subcontractors that will be assigned or associated with the project.

c. Identify associates and/or consultants who may be involved in the performance of the project and specifically identify their individual qualifications. Services to be provided in-house and those to be provided by outside consultants or joint/venture partnerships must be identified.

d. Provide a list of current and pending major project commitments by your firm. Indicate project schedules and sizes.

e. Describe five (5) projects completed in the past three (3) years that are similar in type, size and complexity. Include client name(s), contact name(s) and telephone number(s), dates, brief description of the project, services performed and the similarities to the project described herein.

Financial Statements -- Provide your firms last three (3) consecutive years (ending December 31st) financial statements (Balance Sheet, Income Statement and Statement of Cash Flow) prepared in accordance with General Accepted Accounting Principles.

Other Data

Proposal Exception(s)

All Attachment(s) (organized in sequential order)
- **Attachment A Offer and Acceptance**
- **Attachment B Bid Proposal Form**
- **Attachment C Certificate of Corporate Authority**
- **Attachment D Non-Collusion Affidavit**
- **Attachment E Suspension/Debarment Affidavit**
- **Attachment F Small, Woman-Owned and/or Minority-Owned Business Certification**

3. **Proposal Submittal:**

a. **SUBMIT FIVE (5) ORIGINAL COPIES OF YOUR PROPOSAL. ALL PROPOSALS MUST INCLUDE AN ORIGINAL SIGNATURE, BE COMPLETE IN EVERY DETAIL AND RECEIVED NO LATER THAN** 2:00 PM (MST), April 9, 2008

DELIVER OR SEND YOUR PROPOSALS TO:

Department Procurement Office (STATE)
Department of Emergency & Military Affairs
5636 E. McDowell Road, Building M5330
Phoenix, Arizona 85008-3495

4. **Proposal Opening.** Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each Offeror shall be read publicly and recorded. All other information contained in the proposals shall remain confidential. Proposals are not be subject to public inspection until after a Contract award has been made. **Late proposals will not be accepted.**

5. **Offer Acceptance Period.** Proposals must be held open and will be considered an irrevocable offer for **one hundred twenty (120)** days after the proposal opening date and time.

6. **Evaluation Criteria.** Each proposal will be reviewed to determine the compliance or non-compliance of the requirements stated in the RFP and evaluated against the specific evaluation criteria listed. The evaluation criteria contained in this solicitation are listed in order of descending importance (the most important criterion listed first followed consecutively by criteria of lesser importance/value).

The Procurement Officer may conduct verbal and/or written discussions with offerors and negotiations may be conducted with offerors reasonably susceptible of being selected for award and that fall within the competitive range.

Each proposal will be evaluated in accordance with the following established evaluation criteria. **OFFERORS ARE REQUESTED TO KEEP THEIR NARRATIVES BRIEF AND TO THE POINT.**

Evaluation Criteria

Evaluation criteria are listed in the relative order of importance. The award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the State based on the following criteria:

1. Demonstrated Background of firm and firms proposed project staff.

2. History of successfully completed similar projects in Arizona

3. Cost.

4. Availability of qualified staff to complete projects.

5. Demonstrated and verifiable proposed staff member's knowledge and familiarity with hazards in Arizona.

6. Length of time Offeror has been in operation.

7. Conformance with proposal format

Section V

APPLICABLE LAWS AND REGULATIONS AS REQUIRED BY MASTER COOPERATIVE AGREEMENT

1. NONDISCRIMINATION

The Contractor/Vendor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to, discrimination in connection with the Contractor/Vendor's performance under this Master Cooperative Agreement (MCA), on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Contractor/Vendor covenants and agrees to comply with the following:

a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations (32 CFR Part 300) issued there under;

b. Executive Order 11246 and Department of labor regulations issued there under (41 CFR Part 60);

c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD Regulations issued there under (32 CFR Part 56); and,

d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).

2. LOBBYING

a. The Contractor/Vendor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Interim Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of section 319 of Public Law 101-121 (U.S.C. § 1352) is incorporated by reference.

3. DRUG-FREE WORK PLACE

a. The Contractor/Vendor covenants and agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, subtitle D; U.S.C. § 701 et seq.) and maintain a drug-free work place.

b. The Final Rule, Government-Wide Requirements for Drug-Free Work Place (Grants), issued by the Office of Management and budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

4. ENVIRONMENTAL PROTECTION

a. The Contractor/Vendor agrees that its performance under this contract shall comply with: the requirements of Section 114 of the Clean Air Act (42 U.S.C. § 7414) and Section 308 of the Federal Water pollution Control Act (33 U.S.C. § 1318), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, Contractor/Vendor or Local environmental regulation.

b. The Contractor/Vendor shall insure that no facility used in its performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of State. The Contractor/Vendor shall notify State of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this contract is under consideration for listing on the EPA list of violating facilities.

c. For the purposes of this section, State agrees that the Contractor/Vendor's obligations in Paragraphs a. and b. of this section above shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this contract, that is currently listed as a violating facility, on the effective date of this contract, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for State's termination for cause of this contract or for State's disallowance of any cost otherwise allowable under this contract. The Contractor/Vendor and State agree to cooperate to remediate, as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as a violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

5. USE OF UNITED STATES FLAG VESSELS

a. To use privately-owned United States flag commercial vessels to ship at lease 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) of any equipment, materials, or commodities that are both (1) procured, contracted for, or otherwise obtained with funds made available by State under this contract, and (2) transported by ocean vessel, to the extent such vessels are available at fair and reasonable rates;

b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to both State and to the Division of National Cargo, Office of Market Development, U. S. Maritime Administration, Washington, D.C. 20590; and

c. Subject to existing contracts, to insert the substance of the provisions of this section in all contracts issued pursuant to this contract, and to cause such provisions to be inserted in all sub contracts issued pursuant to this contract, where the contract or subcontract is for $100,000 or more and where there is a possibility of ocean transportation of procured equipment or materials.

6. DEBARMENT AND SUSPENSION

a. Contractor/Vendors shall not make any award or permit any award (subgrant or contract) to any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

b. The Final Rule, Governmentwide Debarment and Suspension (Nonprocurement) issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to Implement the provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

7. BUY AMERICAN ACT

The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with the Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding Between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

8. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES

The Contractor/Vendor covenants and agrees that it will comply with the provisions of the Uniform Relocation and Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and regulations issued thereunder (49 CFR Part 24).

ATTACHMENT A

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
OFFER & ACCEPTANCE DOCUMENT

REQUEST FOR PROPOSAL NUMBER: M8-0034

SUBMIT THE ORIGINAL OF THIS ATTACHMENT TO THE DEPARTMENT PROCUREMENT OFFICE

TO: Procurement Manager, Department Procurement Office (State)

The Undersigned hereby offers and agrees to furnish **Local Multi-Hazard Mitigation Plan Development** in compliance with all terms, conditions, drawings, specifications and/or addenda. Signature also certifies understanding and compliance with the Instructions to Offerors.

Arizona Transaction (Sales) Privilege Tax License No.:	Point of contact for questions concerning this offer:
Federal Employer Identification No.:	Name
Commercial Contractor's License No:	Telephone No.
Company Information:	Fax No.
Company Name:	Authorized signature:
Street Address	Printed Name
Street Address	Title
City State Zip	Signature
Company Email Address	

ACCEPTANCE OF OFFER AND CONTRACT AWARD

When signed below, your Proposal is hereby accepted. The Contractor is now bound to perform based upon the solicitation and the Contractor's bid as accepted by the State. This Contract shall be referenced by Contract No. **M8-0034 do not commence any billable work or provide services under this Contract until having received an executed Purchase Order or Notice to Proceed letter.**

AZ. DEPT. OF EMERG. & MILIARY AFFAIRS

Awarded the _____ day of _____, **200**___

_____
Corry Slama, C.P.M., CPPB
As Procurement Manager & Not Personally

ATTACHMENT B

BID PROPOSAL FORM

M8-0034

Sealed Proposals will be received until **2:00 pm (MST), April 9, 2008**, in the Department Procurement Office (State), Building #M5330, 5636 East McDowell Road, Phoenix, Arizona 85008-3495. Proposals will be opened in Building #M5330.

Having carefully examined the premises, conditions and all specifications affecting this work, the Offeror proposes to provide all labor, supplies, material, applicable taxes, transportation, and services required to complete **Local Multi-Hazard Mitigation Plan Development** in strict conformity with all provisions of the Solicitation for the following:

The AZ Div. of Emergency Management (ADEM) has identified eight (8) Arizona jurisdictions and one (1) Arizona Indian Tribe that does not have FEMA approved multi-hazard mitigation plans which include the following:

LINE ITEM	QTY	DESCRIPTION	UNIT PRICE
1.	1	Dewey-Humboldt, Town	$_____
LINE ITEM	QTY	DESCRIPTION	UNIT PRICE
2.	1	Eloy, City	$_____
LINE ITEM	QTY	DESCRIPTION	UNIT PRICE
3.	1	Fredonia, Town	$_____
LINE ITEM	QTY	DESCRIPTION	UNIT PRICE
4.	1	Mammoth, Town	$_____
LINE ITEM	QTY	DESCRIPTION	UNIT PRICE
5.	1	Maricopa, City	$_____
LINE ITEM	QTY	DESCRIPTION	UNIT PRICE
6.	1	Miami, Town	$_____
LINE ITEM	QTY	DESCRIPTION	UNIT PRICE
7.	1	Star Valley, Town	$_____
LINE ITEM	QTY	DESCRIPTION	UNIT PRICE
8.	1	Tombstone, City	$_____
LINE ITEM	QTY	DESCRIPTION	UNIT PRICE
9.	1	Yavapai Apache Indian Tribe	$_____

PAYMENT TERMS:

Net _____ Days or Prices quoted herein can be discounted by _____% if payment is made within _____ days of invoice receipt.

The Offeror is familiar with all the provisions of this Solicitation, local conditions and has carefully checked the figures comprising his proposal.

The Department of Emergency and Military Affairs shall not be responsible for any errors or omissions on the part of the Offeror.

This proposal may not be withdrawn for a period of at least **one hundred twenty (120)** days after the proposal closing date.

ATTACHMENT C
CERTIFICATE OF CORPORATE AUTHORITY

Offerors must provide the following information:

A Corporation existing under the laws of the State of _____; or

A Partnership consisting of _____; or

An Individual trading as _____.

If your firm is a corporation, completion of the following certification is mandatory. **(NOTE:** THE CERTIFICATE MUST BE COMPLETED BY AN OFFICER OF THE CORPORATION AND WHO DID NOT SIGN THE OFFER PAGE).

I, _____, certify that I am the _____ of the Corporation named as Offeror herein; that_____signed this Bid on behalf of the Corporation, was then the _____ of said Corporation; that said Bid was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

_____
CORPORATE OFFICER
(Signature)

ATTACHMENT D
NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
)
COUNTY OF _____)

_____, Affiant,_____
(Name) (Title)

Of _____, the Person, Corporation, or Company
(Firm Name)

Who makes the accompanying Bid, having first been sworn, deposes and says:

> "That such Bid is genuine and is not sham or collusive, or made in the interest or behalf of any person not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Bid, or any other Person, Firm or Corporation to refrain from bidding, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror."

_____
(Firm Name)

By: _____

_____
(Title)

Subscribed and sworn to before me this _____ day of _____, 20___.

My Commission Expires:_____ _____
(Date) (Notary Public)

ATTACHMENT E

SUSPENSION/DEBARMENT AFFIDAVIT

(Required only for offers over $100,000)

STATE OF ARIZONA)
)
COUNTY OF _____)

_____, Affiant,_____
(Name) (Title)

of _____, the Person, Corporation, or Company who make the accompanying
(Firm Name)

Bid, having first been sworn, deposes and says:

> "That the Firm, Business or person submitting an offer is not debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, State or local government.
>
> It is agreed that if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion. If awarded, the offeror must include a letter with its offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension of debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided."

_____
(Firm Name)

By:_____
(Signature)

_____
(Title)

Subscribed and sworn to before me this _____ day of _____, 20___.

My Commission Expires:_____ _____
(Date) (Notary Public)

ATTACHMENT F

SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESS CERTIFICATION

Executive Order 2004-29 requires all State of Arizona agencies to track and report solicitations distributed and awarded to Small, Woman-Owned and/or Minority-Owned firms.

A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and employs fewer than 100 employees OR has less than $4 million in annual sales. To qualify as a minority or women-owned business, the firm must be at least 51% minority or woman owned.

When practical, purchases/contracts less than $50,000 will be made from small businesses.

CHECK THE APPROPRIATE CLASSIFICATION APPLICABLE TO YOUR FIRM:

❍ 1.0 Small Business (SB) ❍ 2.0 Small Business- African American (SBAA) ❍ 3.0 Small Business- Asian (SBA) ❍ 4.0 Small Business- Hispanic (SBH) ❍ 5.0 Small Business- Native American (SBNA) ❍ 6.0 Small Business- Other (SBO) ❍ 7.0 Small, Woman Owned Bus. (SWOB) ❍ 8.0 Small, Woman Owned Bus.- African American (SWOBAA) ❍ 9.0 Small, Woman Owned Bus.- Asian (SWOBA) ❍ 10.0 Small, Woman Owned Bus. Hispanic (SWOBH) ❍ 11.0 Small, Woman Owned Bus. Native American (SWOBNA) ❍ 12.0 Small, Woman Owned Bus. Other (SWOBO)	❍ 13.0 Woman Owned Business (WOB) ❍ 14.0 Woman Owned Bus. African American (WOBAA) ❍ 15.0 Woman Owned Bus. Asian (WOBA) ❍ 16.0 Woman Owned Bus. Hispanic (WOBH) ❍ 17.0 Woman Owned Bus. Native American (WOBNA) ❍ 18.0 Woman Owned Bus. Other (WOBO) ❍ 19.0 Minority Owned Bus. African American (MAA) ❍ 20.0 Minority Owned Bus. Asian (MA) ❍ 21.0 Minority Owned Bus. Hispanic (MHA) ❍ 22.0 Minority Owned Bus. Native American (NA) ❍ 23.0 Minority Owned Bus. Other (MO)
☐ 24.00 (NONE) None of these categories is applicable and firm does not qualify as either a Small, Woman, or Minority-Owned firm.	

==========

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code _____

I hereby certify that _____ (Firm/Company Name) ☐**is** or ☐**is not** (check one) a small business with less than 100 employees and/or less than $4 million in annual sales.

_____ _____
Signature Date

I hereby certify that _____ (Firm/Company Name) ☐**is** or ☐**is not** (check one) a Minority and/or Women (check one or both) Owned Business in accordance with Executive Order 2004-29 issued by Governor Napolitano.

_____ _____
Signature Date

EXHIBIT 1

SCOPE OF WORK
Scope of Work and Direction for
Local Multi-Hazard Mitigation Plan Development

Introduction

The AZ Div. of Emergency Management (ADEM) has identified eight (8) Arizona jurisdictions and one (1) Arizona Indian Tribe that does not have FEMA approved multi-hazard mitigation plans which include the following:

Dewey-Humboldt, Town
Eloy, City
Fredonia, Town
Mammoth, Town
Maricopa, City
Miami, Town
Star Valley, Town
Tombstone, City
Yavapai Apache Indian Tribe

Because the identified jurisdictions and one tribe do not have FEMA approved multi-hazard mitigation plans (MHMP), they are not in compliance with the Disaster Mitigation Act of 2000, therefore, making them ineligible for future federal disaster mitigation funds. ADEM's goal is to assist these jurisdictions and tribe (Participant) in developing their respective FEMA approvable plans, ensuring they are eligible for federal disaster funding.

The proposing firm must submit one proposal individually for each of the eight (8) jurisdictions and one (1) proposal for the Indian Tribe. Each proposal must include separate and individual costs for each of the eight (8) jurisdictions and one (1) Indian tribe. The selection of a contractor and the development of the multi-hazard mitigation plans (MHMPs) will be contingent on funding availability and participation.

Contractor Scope of Work

The MHMPs developed for each of the participants shall follow the intent of the Disaster Mitigation Act of 2000 and strictly adhere to the guidelines provided in the Federal Register/Vol. 67, No. 38, October 1, 2002, Rules and Regulations and any forthcoming State and/or Federal guidelines to include, but not be limited, to the following:

In the development of the MHMP the awarded firm shall:

- Work under the direction of the ADEM Hazard Mitigation Program Manager;
- Work in coordination and conjunction with Participant's appointed representatives and others as necessary to obtain information needed for plan development;
- Coordinate and facilitate at least three (3) planning meetings for each Participant at a location within their jurisdiction or another of their choice, if necessary;
- Sign a non-disclosure agreement provided by ADEM agreeing to not disclose or give any person/agency access to any information gathered or acquired during the performance of contracted duties for Plan development;

- Develop a local level MHMP each participating jurisdiction and a five-year tribal level MHMP for the participating tribe; hazards shall include natural hazards, the inclusion of technological and man-made hazards are dependent on the Participant;
- Ensure completed plans strictly adhere to the planning requirements of the Disaster Mitigation Act of 2000 and the plans submitted are formatted as instructed by ADEM;
- Develop plans in compliance with and according to the latest FEMA guidance, review crosswalks and ADEM requirements as instructed by ADEM;
- Obtain ADEM's prior approval of the Plan draft(s) prior to delivering the plan to the Participant;
- Coordinate the final Plans' approval and official adoption by the appropriate jurisdictional/tribal representatives(s);
- Provide performance progress reports detailed by Participant to ADEM for review once per month or as requested by ADEM. The report framework shall be provided by ADEM and at a minimum must include:
    - Status of all plan components: Hazards Identified, Hazards Profiled/Mapped, Asset Inventory, Vulnerability Analysis, Capability Assessment, Goals/Objectives, Projects & Implementation Strategy, and Pre-Approval & Public Involvement Strategies;
    - Documented actions and activities (i.e. correspondence, contact attempts, meetings, info/data requested/received);
    - Dates and comments of Final Adoption of Resolution, Submittal of Plan to Participant, Submittal of Plan to FEMA, and Next Steps by Contractor;
- The plan(s) provided by the Contractor shall include, but not limited to, the following:
    - Documented information on the planning process;
    - Mitigation strategy;
    - Comprehensive capability assessment, hazard identification, vulnerability analysis and risk assessment;
    - Maps, graphs, tables and photographs, where appropriate;
    - Prioritized list of potential mitigation measures and alternatives with cost-estimates and implementation strategies;
    - Information from other existing plans, may include, but not limited to;
        - General plans
        - County/tribal emergency operations plans
        - County/tribal flood control plans
        - Various mitigation plans (flood, drought, wildland fire, etc.)
        - State of Arizona Multi-Hazard Mitigation Plan
    - Incorporating special circumstances in the planning process, such as historical structures and environmental policies; and
    - Plan review, maintenance process and procedures.

- Each plan shall be written and formatted in Microsoft Word; and each participant shall be provided with one (1) color hard copy, one copy on compact disk (CD), with two (2) CD copies to ADEM. Final Plan submission to FEMA shall be coordinated by ADEM;
- Surrender all data, information, shape files, etc., gathered in the process and for the purposes of Plan development in a useable format to ADEM;
- Comply with set timelines; and
- Attend up to six (6) critical planning meetings and/or workshops conducted by ADEM.

Minimum Experience Level:

Firms submitting a proposal shall have at least three (3) years recent experience working as a prime contractor in the development of at least five (5) comparable projects (in their entirety) in Arizona. References must be provided to demonstrated and support this experience. Proposed project staff must have an extensive knowledge of Disaster Mitigation Act of 2000 and the guidelines provided in the Federal Register/Vol. 67, No. 38, October 1, 2002, Rules and Regulations. Additionally, the proposed project staff must have at least a Bachelor's degree in either Civil Engineering or Architectural field from an accredited four year university or college.