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: Q9-0003 **(NOTE: THIS IS NOT A PURCHASE ORDER)**

QUOTATION DUE DATE: 2:00 pm (AZ TIME), January 20, 2009

In accordance with the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, competitive sealed proposals for the material or service specified will be received by the Department of Emergency and Military Affairs, Purchasing and Contracting Office (State), until the date and time cited.

A FAXED OFFER IS NOT ACCEPTABLE. A hard copy of your offer shall be mailed/delivered to: AZ DEMA Procurement Office, Attention: Kathy Eastep, 5636 E. McDowell Rd., Building #M5330, Phoenix, AZ 85008.

All offers 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 offers will not be considered.

MATERIAL/SERVICE OR PROJECT LOCATION: Arizona Department of Emergency and Military Affairs 5636 E. McDowell Rd, Phoenix AZ 85008

SPECIFICATIONS/SCOPE OF WORK: Furnish all labor, supplies, material, applicable taxes, transportation and services required to: Update Local Emergency Planning Committee (LEPC) emergency plans

PRE-BID CONFERENCE/SITE VISIT: A pre-bid conference will NOT be held.

PROCUREMENT RELATED QUESTIONS SHALL BE DIRECTED TO:

BUYER: Kathy Eastep; **TELEPHONE:** (602) 267-2763; **FAX:** (602) 267-2765; EMAIL: kathy.eastep@azdema.gov

TECHNICAL QUESTIONS REGARDING THE SCOPE/STATEMENT OF WORK SHALL BE DIRECTED TO:

Roger Soden **TELEPHONE:** (602) 392-7524 CELL: (602) 531-7305

SOLICITATION ISSUE DATE: 12/11/2008

It is the responsibility of the bidder submitting an offer to fully understand all terms and conditions referenced in this solicitation. The award will be made to the highest scoring proposal.

ATTACHMENT A – PRICING

REQUEST FOR PROPOSAL NUMBER: Q9-0003, Update Local Emergency Planning Committee (LEPC) emergency plans

Line Item	QTY	Description	Total Price
1	1 Lot	Update Local Emergency Planning Committee (LEPC) emergency plans	$

DELIVERY SCHEDULE: Project shall be completed no later than July 31, 2009

PAYMENT TERMS: _____

If payment is made within _____ calendar days after acceptance of goods and/or services, the above quoted price, shall be discounted by _____ % (excluding sales tax).

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COMPANY NAME: _____

ADDRESS: _____
Street City State and Zip

TELEPHONE: _____ FAX NUMBER: _____

EMAIL: _____

ARIZONA TRANSACTION (SALES) PRIVILEGE TAX LICENSE NO.: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

I hereby certify that I have read, received, understand and agree with all terms and amendments of the request for quotation and that acceptance by the State of Arizona of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. I agree to fully comply with all terms and conditions as set forth in the Arizona Procurement Rules and Regulations, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement. Furthermore, in accordance with A.R.S. § 35-397, I certify that this firm does not have scrutinized business operations in Iran and/or Sudan.

_____ _____
Signature Date

_____
Typed Name and Title

ATTACHMENT B – (Mandatory Submission Requirement)
SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESSES 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.

When practical, purchases/contracts less than $50,000 will be made from and/or awarded to 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.	

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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 <u>or</u> both) owned business in accordance with Executive Order 2004-29 issued by Governor Napolitano.

_____ _____
Signature Date

INSTRUCTIONS TO OFFERORS

1. **Submission.** Each offer shall be signed and received in the Department of Emergency and Military Affairs Procurement Office (State) by the date and time indicated. Erasures, interlineations or other modifications in the offer must be acknowledged (i.e. initialed) by the person signing the offer.

2. **Offer Waiver and Rejection.** Notwithstanding any other provision of this solicitation, the Department expressly reserves the right to:

   a. Waive any immaterial defect or informality; or
   b. Reject any or all quotations, or portions thereof, or
   c. Reissue a Request for quotation/estimate.

3. **Taxes.** The State will pay any applicable State of Arizona transaction privilege tax and any other applicable state or local taxes on the services rendered or products supplied. No payment shall be made for any personal property taxes levied on vendor or any taxes levied on employee's wages. Applicable taxes must be shown separately on any invoice submitted for payment and such sums shall be due and payable to vendor upon delivery. If your firm is claiming a tax exemption, a valid tax exemption certificate (copy) and certificate number must be provided with your quote.

4. **Award of Contract.** Unless the Contractor or Offeror states otherwise, or unless otherwise provided within this solicitation, the State reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the State.

   A response to this solicitation is an offer to contract with the State based upon the terms, conditions and specifications contained herein. An offer does not become a contract unless an authorized procurement officer accepts it in writing.

5. **Americans with Disabilities Act.** People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made seventy-two (72) hours prior to quote due date. If you require accommodations, please contact the Buyer, as stated on the front page of this package.

6. **Incorporation by Reference.** The following documents shall apply to all work under this solicitation and are hereby incorporated herein by reference:

   a. Uniform Instructions to Offerors **(Version 7.1, Dated 05/01/03)**
   b. Uniform General Terms and Conditions **(Version 7.0, Dated 05/01/03)**

   A copy of these documents can be obtained by visiting the Arizona Department of Emergency and Military Affairs Procurement Office, by calling 602-267-2699 or from the following url:
   http://www.azdoa.gov/spo/procurement-documents/procurement-documents

7. **Offer Acceptance Period:** Any Offeror submitting an offer under this Solicitation shall hold its offer open for a period of ninety (90) days after the solicitation due date.

8. **Contractor License.** Each Offeror must be properly licensed to perform all work covered by this solicitation in accordance with the laws of the State of Arizona. Proof of licensure may be requested by the State prior to contract award.

9. **Notice to Proceed.** The Department of Emergency and Military Affairs will issue a written Notice to Proceed or executed Purchase Order for the material or service covered under this agreement. The firm(s) awarded the contract as a result of this solicitation are not authorized to proceed until after having received a signed purchase order or formal written Notice to Proceed.

10. **Completion Time.** The scope of this agreement and/or final delivery shall be completed no later than July 31, 2009.

11. **Post Award Conference.** After award of this agreement, the Contractor may be required to participate in a post award meeting for the purpose of ensuring a complete understanding of the requirements of the contract. This meeting will be arranged by the department procurement officer or designated representative.

12. **Insurance.** The State requires a complete and valid Certificate of Insurance prior to the commencement of any service or activity specified in this solicitation. The State will notify the successful contractor(s) of the intent to issue a contract award. The coverages shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.

13. **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.

14. **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	$1,000,000
• Products – Completed Operations Aggregate	$ 500,000
• Personal and Advertising Injury	$ 500,000
• Blanket Contractual Liability – Written and Oral	$ 500,000
• Fire Legal Liability	$ 25,000
• Each Occurrence	$ 500,000

       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 insureds 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)	$500,000

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 insureds 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	$ 100,000
Disease – Each Employee	$ 100,000
Disease – Policy Limit	$ 100,000

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	$ 500,000
Annual Aggregate	$1,000,000

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 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 or ordinary skill for those positions defined in the Scope of Work of this Contract.

a. **Additional Insurance Requirements.**
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 the Arizona Department of Emergency and Military Affairs, Attn: Procurement Manager, 5636 E. McDowell Road, Phoenix, AZ 85008-3495, 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. **Verification of Coverage**
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 the Arizona State Department of Emergency and Military Affairs, Attn: Procurement Manager, 5636 E. McDowell Rd., Phoenix, AZ 85008-3495. 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 insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages 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.

15. **Term.** The term of any resultant agreement shall commence on the date of award and continue in full force and effect until July 31, 2009, unless terminated, canceled or extended as otherwise provided herein. The State of Arizona reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual written agreement, any resultant contract may be extended for supplemental periods of twelve (12) months up to a maximum of three (3) years.

16. **Price Adjustment/Reduction.** The State may review a fully documented request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State. The price increase adjustment, if approved, will be effective upon the date of the Contract amendment.

    A price reduction adjustment may be offered at any time during the term of the Contract and shall become effective upon notice.

17. **Termination.** The DEMA Procurement Office reserves the right to terminate this agreement for convenience without penalty or recourse by giving thirty (30) days prior written notice to the Contractor. In the event DEMA exercises this provision, all documents, data, and reports prepared by the Contractor under this agreement shall become the property of the State of Arizona (at the option of the DEMA Procurement Office). The Contractor shall be entitled to receive just and equitable compensation for the work completed to the effective date of the termination.

18. **Arbitration.** After exhausting all applicable administrative review procedures, to the extent required by A.R.S. 12-1518 except as may be required by other applicable statutes, the parties to this agreement shall resolve all disputes arising out of or relating to this agreement through arbitration.

19. **Discounts.** Payment discount periods shall be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date the State's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more shall be deducted from the quotation price in determining the low quotation. The State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

20. **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 quotation or proposal.

21. **Federal Immigration Laws, Compliance by State Contractors.** By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

    By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

    The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect find or that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance is the responsibility of the Contractor.

22. **Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement**. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

    A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

    Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

    The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1of this subsection #23 in this solicitation.

23. **Small Business.** In accordance with Executive Order 2004-29 and Rule R2-7-D302.B (Small Business Set Aside) of the Arizona Procurement Code, **this request for quotation is restricted to small, woman-owned and/or minority-owned businesses.** Businesses qualifying as such must self certify their status as such by filling out and completing ATTACHMENT B (SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESSES CERTIFICATION).

PROPOSAL REQUIREMENTS

1. **PURPOSE**

The Arizona Department of Emergency and Military Affairs requests submission of Proposals from qualified firms for: Update Local Emergency Planning Committee (LEPC) emergency plans

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

DEMA will select the contractor to perform the work described in this SOW based upon an evaluation of written proposal submitted by the contractor. The Proposal shall include:

a. Description of the approach to be used for updating the emergency plans
b. Estimate of the total number of emergency plans (a minimum of ten (10) and a maximum of fifteen (15) that will be reviewed and updated
c. Project budget showing personnel and other costs (i.e. travel, printing, supplies, misc.)
d. Description of previous emergency planning and emergency response experience and references
e. Length of time the firm has been in operation and its experience with similar projects as outlined in this solicitation
f. Project team organization and specific personnel to be assigned to the project, to include:
    i. 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.
    ii. Organization chart, staffing levels and lines of authority. Describe how the project responsibility will be established and controlled.
    iii. Provide a list of key personnel in the organization not directly related to the project who will provide support service.
    iv. Project responsibility for key employees or subcontractors that will be assigned or associated with the project.
g. 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.
h. Current and pending major project commitments by your firm. Indicate project schedules and sizes.
i. List at least three (3) projects your firm has completed in the last three (3) years that are similar in type, size and complexity. Include client name, contact name and date(s).
j. Familiarity of work on state contracts
k. Availability of staff to complete work
l. Length of time in operation
m. History of work on comparable projects
n. Education levels of proposed staff
o. Experience of proposed staff
p. Overall qualifications of staff
q. Facts about organizational chart, staffing and lines of authority
r. Established working relationship with proposed associates or consultants
s. Conformance with Proposal format

The proposal shall also minimally address the items covered under Section III, Scope of Work (items a-q).

TECHNICAL APPROACH/METHODOLOGY:

Work plan in sufficient detail:
In accordance to scope of work
In accordance to work product
Deliverables

PROPOSED STUDY COST:

The proposal cost shall include all direct labor, overhead, travel and other direct or indirect costs. The contractor shall present invoices for payment upon the completion of deliverables as agreed to in a final timetable established between the AZSERC and contractor.

OTHER DATA AS APPLICABLE

PROPOSAL EXCEPTION(S)

ALL ATTACHMENT(S)

Attachment A - Price Sheet
Attachment B – Small, Woman-Owned and/or Minority-Owned Business Certification

3. **PROPOSAL SUBMITTAL:**

SUBMIT THREE (3) 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 (AZ TIME), January 20, 2009.

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.**

a. **Experience:**

1. Length of time the Offeror has been in operation
2. History of firm working on comparable projects
3. Familiarity of firm working on State contracts
4. Availability of staff to complete the work
5. List at least three (3) projects your firm has completed in the last three (3) years that are similar in type, size and complexity. Include client name, contact name and date(s)

b. **Expertise:**

1. Education levels of proposed staff
2. Experience of proposed staff
3. Overall qualifications of staff
4. Facts about organizational chart, staffing and lines of authority.
5. Established working relationship with proposed associates or consultants
6. Conformance with Proposal format.

c. **Technical Approach/Methodology:**

d. **Proposal addresses:**

1. Section III, Scope of work (Items a-q)

e. **Cost(s):**

REQUEST FOR PROPOSAL:

Local Emergency Planning Committee (LEPC)

Emergency Plan

Mr. Mark Howard, Executive Director
Arizona Emergency Response Commission (AZSERC)
Division of Emergency Management (ADEM)
5636 East McDowell Road
Phoenix, Arizona 85008-3495

I. Introduction

Title III of the federal Superfund Amendment and Reauthorization Act (SARA) of 1986, also known as the Emergency Planning and Community Right to Know Act (EPCRA), and Arizona Revised Statutes Title 26, Chapter 2 Article 3, establishes a hazardous materials planning and community disclosure program which is to be administered by the Arizona Emergency Response Commission (AZSERC), Local Emergency Planning Committees (LEPC) and jurisdictional fire departments.

AZSERC is seeking to retain a contractor to update (a minimum of 10 and a maximum of 15) Local Emergency Planning Committee (LEPC) emergency plans. Service must comply with the requirements of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) and Arizona Revised Statutes. The emergency response plans are kept on file at AZSERC and each LEPCs have their own plan. Firms interested in submitting proposals must be familiar with the emergency plan requirements of the Emergency Planning and Community Right–to-Know Act, the Hazardous Materials Emergency Planning Guide, (July 2001) and the National Incident Management System, the Incident Command System and the Unified Command System practices.

It is anticipated that the funding for this project will be provided by the U.S. Department of Transportation Hazardous Materials Emergency Preparedness grant (HMEP). The objective of the project are to update 10-15 of the LEPC emergency plan for the state of Arizona within the project budget of FFY 2009.

The completed project shall serve to support and improve the operational readiness posture of responders in Arizona. This project shall be completed no later than July 31, 2009.

II. Statement of Objective

AZSERC is seeking to retain a consulting firm or a contractor to update LEPC emergency plans (a minimum ten (10) and a maximum of fifteen (15)

All services rendered under this proposal must comply with the requirements of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA). EPCRA requires that LEPC plans be reviewed at least once a year and updated as necessary. The plans are kept on file at the AZSERC and each LEPC have their own plans.

It is anticipated that funding for this project will be provided by the U. S. Department of Transportation Hazardous Materials Emergency Preparedness grant. The objectives of this project are to:

a. Focus on the emergency preparedness and response,
b. Provide Arizona communities with information useful in improving and implementing their emergency plans as required by EPCRA,
c. Furnish criteria to determine risk,
d. Conduct planning that is consistent with the LEPC's need and capabilities
e. Provide recommended methods to exercise while updating their LEPC emergency plans.

The following LEPCs will be offered the opportunity to have their emergency plans reviewed and updated: Apache, Cochise, Coconino, Gila, Graham, Greenlee, La Paz, Maricopa, Mohave, Navajo, Pima, Pinal, Santa Cruz, Yavapai and Yuma.

III. Scope of Work

The selected contractor shall work with those LEPCs a minimum ten (10) and a maximum of fifteen (15) selected by the AZSERC to update their LEPC emergency plans as necessary to comply with the requirements of EPCRA. The AZSERC will coordinate with the Local Emergency Planning Committee representatives planning team members for this project. The AZSERC will prepare and distribute letters to the LEPCs explaining the services to be conducted by the contractor. The AZSERC will provide the consulting firm or contactor with a list of LEPCs who are interested in obtaining assistance to update their emergency plan.

The awarded contractor shall be responsible for contacting and establishing a schedule to meet and work with each LEPC Coordinator/Chairperson to conduct updates on the emergency plans. The updated emergency plans shall include, as a minimum, the following:

a. Identification of facilities subject to the EPCRA requirements that are within the emergency planning district
    i. Section 303 (c) (1) Title III of SARA, EPCRA [42 U.S. Code 11003])

b. Identification of routes likely to be used for the transportation of substances on the list of extremely hazardous substances
    i. Section 303 (c) (1) Title III of SARA, EPCRA [42 U.S. Code 11003])
c. Identification of additional facilities contributing or subjected to additional risk due to their proximity to facilities, such as hospitals or natural gas facilities.
    i. Section 303 (c) (1) Title III of SARA, EPCRA [42 U.S. Code 11003])
d. Methods and procedures to be followed by facility owners and operators and local emergency and medical personnel to respond to any releases of such substances.
    i. Section 303 (c) (2) Title III of SARA, EPCRA [42 U.S. Code 11003])
e. Designation of a community emergency coordinator and facility emergency coordinators, who shall make determinations necessary to implement the plan.
    i. Section 303 (c) (3) Title III of SARA, EPCRA [42 U.S. Code 11003])
f. Procedures providing reliable, effective and timely notification by the facility emergency coordinators and the community emergency coordinator to persons designated in the emergency plan, and to the public, that a release has occurred.
    i. Section 303 (c) (4) Title III of SARA, EPCRA [42 U.S. Code 11003])
g. Methods for determining the occurrence of a release, and the area or population likely to be affected by such release.
    i. Section 303 (c) (5) Title III of SARA, EPCRA [42 U.S. Code 11003])
h. A description of emergency equipment and facilities in the community and at each facility in the community subject to EPCRA, and an identification of the persons responsible for such equipment and facilities.
    i. Section 303 (c) (6) Title III of SARA, EPCRA [42 U.S. Code 11003])
i. Evacuation plans, including provisions for a precautionary evacuation and alternative traffic routes.
    i. Section 303 (c) (7) Title III of SARA, EPCRA [42 U.S. Code 11003])
j. Training programs, including schedules for training of local emergency response and medical personnel.
    i. Section 303 (c) (8) Title III of SARA, EPCRA [42 U.S. Code 11003])
k. Methods and schedules for a biennial exercise of the emergency plan.
    i. Section 303 (c) (9) Title III of SARA, EPCRA [42 U.S. Code 11003])
l. Heads of emergency response organizations (for designated areas of local government in the district) who would response do a chemical release, identified.
    i. ARS Title 26, Chapter 2, Article 3, section 345 (E)(1)
m. Description of specialized equipment, facilities, personnel and emergency response organizations available in the district to respond to releases.
    i. ARS Title 26, Chapter 2, Article 3, section 345 (E)(2)
n. Mutual aid agreements with other districts and the allocation of emergency response resources to respond to releases.
    i. ARS Title 26, Chapter 2, Article 3, section 345 (E)(3)
o. LEPC Response plan incorporated into the County's Emergency Operation Plan (EOP)
    i. ARS Title 26, Chapter 2, Article 3, section 345 (B)
p. LEPC Plan use NIMS as a basis for the Incident Command System (ICS) structure.
    i. Homeland Security Presidential Directive (HSPD)-5, State Executive Order #2005-08)
q. LEPCD Plan use terminology that is consistent with the national authorities.
    i. Homeland Security Presidential Directive (HSPD)-5, State Executive Order #2005-08)

The selected firm shall be responsible for meeting with LEPC members and others as often as is necessary to obtain information needed to complete the emergency plan review and update.

The contractor shall prepare and deliver to each LEPC Coordinator/Chairman and the AZSERC a final copy of the updated emergency plan. The contractor shall also provide an electronic copy or paper copy of the updated emergency plan to the LEPC that is suitable for printing additional copies.

IV. Qualifications

The contractor must clearly demonstrate its familiarity with the emergency plan requirements of EPCRA. Additionally, the proposal must demonstrate the contractor's familiarity with the National Response Team documents specifically the Hazardous Materials Emergency Planning Guide (NRT-1) dated July 2001 in addition to the National Incident Management System, Incident Command System and Unified Command practices.

V. Deliverables

Prior to the completion of the study and no later than May 31, 2009, the contractor shall provide an intermediate briefing to AZSERC and AZSERC invitees, and LEPCs on study progress and results. This briefing must be done using a PowerPoint presentation. Two (2) hard copies of the PowerPoint presentation must be provided to AZSERC. Feedback from the stakeholders is essential to ensure the study meets deliverable requirements.

The final report/study shall be presented in a bound 8½ x 11 format with graphs and tables to compare data. A table of contents shall include an introduction, methodology, regional overview, stakeholders, and recommendations in narrative form. Lists of tables and figures shall be included. All maps shall be in color to assist in identifying major roads and communities.

Two (2) hard paper copies (for each of the LEPCs) of the report (in binders) shall be provided with one electronic copy on CD. The electronic report shall be in .pdf format, readable by Adobe Acrobat Reader 5.0 and above. Additional copies of the report will be produced and charged on an individual report basis. A closeout meeting shall be conducted by the awarded contractor upon the completion of the project.

END OF SCOPE