

COWLITZ-WAHKIAKUM COUNCIL OF GOVERNMENTS REQUEST FOR PROPOSALS

Disaster Resiliency Program Cowlitz-Lewis Economic Development District (CLEDD)

INVITATION

Cowlitz-Wahkiakum Council of Governments, hereby referred to as “CWCOG”, representing the Cowlitz-Lewis Economic Development District, hereby referred to as “CLEDD”, seeks proposals, no later than November 9, 2009 for qualified Consultants experienced in disaster preparedness and recovery strategies, emergency planning, business continuity planning, disaster impact analysis and recovery. Consultant will:

- Review current emergency management procedures for the business community for Cowlitz and Lewis counties as well as FEMA and SBA regulations.
- Review, research and develop scenarios of natural and man-made disasters that affect the district including transportation and development.
- Review and provide concept plans for emergency planning and disaster recovery related to business continuity regarding emergency planning, disaster recovery and business continuity. Meet with the business community through the Cowlitz and Lewis Economic Development Councils (EDCs), chambers of commerce and downtown associations to review and discuss the economic conditions for businesses affected by prior disaster events and the concerns from businesses for recovery options for future events.
- Develop workshops and trainings with the business community partners to include multiple aspects of disaster planning and recovery.
- Provide templates for business continuity plans, and other templates as assessed by the Consultant for disaster preparedness.

Proposal requirements and details may be obtained from the Cowlitz-Wahkiakum Council of Governments, Cowlitz-Lewis Economic Development District, 207 North 4th Avenue, Kelso, WA, 98626, telephone (360) 577-3041. A copy of the Request is also available on the CWCOG website at: www.cwcog.org .

SCOPE OF WORK

The Consultant shall perform the tasks more specifically identified in the Exhibit 2: Scope of Work.

QUALIFICATIONS

Minimum qualifications for firms submitting proposals:

- 1) Have qualified and responsible person(s) with appropriate licenses and credentials assigned to the project.
- 2) Experience with similar projects in the region; familiarity with Washington State a plus.

- 3) Demonstrate experience and expertise working with the public, including public and political officials and the business community.
- 4) Have ability to complete the project within the established time frames.

PROPOSAL SCHEDULE

Action	Date	Time
RFP Issued	Oct. 12, 2009	
Notice of Request for Proposals Published in Trades	Oct. 12, 2009	
Written Questions Concerning RFP from Consultants	Oct. 19, 2009	5 PM
Written Addenda to RFP Issued, if needed	Oct. 26, 2009	
RFP Responses Due	Nov. 9, 2009	4 PM
RFPs Opened	Nov. 11, 2009	1 PM
Interviews, if necessary	TBD	
Approve/reject proposals	Nov. 18, 2009	3 PM
Contract Negotiations	Nov. 23, 2009	
Begin Work	Dec. 15, 2009	
Anticipated Completion	July 30, 2010	

PROPOSAL SUBMITTAL

A) **Information Required:** The following information is to be submitted as part of the proposal. The proposal is to be not more than twenty (20) single-sided pages in length including single page resumes of persons to be assigned to the project. Five (5) copies of the proposal are to be provided. Other materials may be attached as deemed appropriate. The proposal is to be organized into the following categories:

- 1) **Approach to the Project:** Describe your approach to this project and any special ideas, techniques or suggestions that you think might make the project proceed smoothly.
- 2) **Experience:** Describe the experience of the firm and the individuals assigned with related projects of a similar nature. Include resumes of persons to be assigned to the project.
- 3) **Qualifications:** Describe your staff's unique qualifications and training for this type of work.
- 4) **Budget, Project Hours and Schedule:** Identify a proposed budget and schedule with the work hours of key personnel, hourly rates, estimates for materials and other resources, and the schedule for the work.
- 5) **Certifications:** Complete, sign and submit a copy of Exhibit 1 with your submittal.

- 6) A copy of your proposed professional services contract may be attached. Provide evidence of Professional Liability Insurance.
- 7) Other information and materials as may be relevant, appropriate and helpful to the evaluation team.

B) Deadline for submission of proposals:

- 1) Interested firms should submit proposals no later than **4 PM** on **November 9, 2009** to:
Cowlitz-Wahkiakum Council of Governments
Cowlitz-Lewis Economic Development District
207 North 4th Avenue
Kelso, WA, 98626
Attention: Jennifer Keene

Proposals received after this date and time will not be considered. Oral, telephonic, telegraphic, facsimile or other electronic transmitted proposals will not be accepted.

- 2) Proposals should be marked:
“Cowlitz-Lewis Economic Development District Disaster Resiliency Program”

C) Questions: Consultants’ questions regarding the Request for Proposals (RFP) must be received in writing not later than **October 19, 2009** by **5 PM**. Addenda, including answered questions, will be provided to all interested parties. Questions submitted after the deadline may not receive written addendum responses.

D) Site Visit: If requested, a site visit will be conducted to show and discuss the program.

E) Other Important Information:

Complete Responses: Responses submitted by Consultants that do not comply with all of the requirements of this request for Proposals may be considered non-responsive.

Ambiguous Statements: All responses to Proposal Requirements should be stated as concisely as possible. Ambiguous statements, such as “All reasonable efforts to provide”, and the like, may be grounds to declare the proposal non-responsive.

Proprietary Information: If a proposal contains information that the Consultant does not wish disclosed to the public, or used for any purpose other than the evaluation of this proposal, all such information must be submitted with indications on each page that the material is “Proprietary”, “Confidential” and/or “Trade Secret.” CWCOG will take reasonable steps within the limitations of Public Disclosure laws to assure that information

contained in the proposal will remain confidential throughout the proposal evaluation process.

Note: CWCOG is subject to Public Disclosure laws, and dealing with the Cowlitz-Wahkiakum Council of Governments and confidentiality covenants must qualify under this law.

Proposed Contracts May be Submitted: Consultant shall provide any and all statements in the proposals that they desire to be included in a professional services agreement. Exceptions to any terms and conditions may be made, at CWCOG's option, subject to negotiation. However, the inability to contractually agree to any term may result in elimination from this proposal process.

Preparation and Delivery Costs: The CWCOG will not be liable for any costs incurred in the preparation and delivery of the proposal. The Consultant is encouraged to use the most economical means to prepare and deliver the proposal.

Consultants shall assume full responsibility for timely delivery of proposals at the specified location and time.

Once submitted, all proposals become the property of the CWCOG.

Proposals may not be modified, withdrawn or cancelled after the time set for opening or before award of a contract unless award is delayed for a period exceeding ninety (90) days from opening the proposals. Prior to the time and date designated for receipt of proposals, the proposal may be modified or withdrawn by written notice to the CWCOG at the place designated for receipt of proposals. Proposals that are withdrawn may be resubmitted up to the date and time designated for the receipt of proposals, provided the revised proposal is in full conformance with the Request for Proposals.

Limitations: This request for proposals does not commit CWCOG to award a contract or pay any costs incurred in the preparation of a proposal in response to this request.

The CWCOG reserves the right to reject any or part of any and all Proposals, to re-advertise this request, to postpone or cancel at any time this Request for Proposals process, or to waive any irregularities in this request or immaterial irregularities in the proposal(s) received as a result of this request. Also, the determination or criteria and process whereby proposals are evaluated, the decision as to which organization(s) shall receive a contract, or whether or not a contract shall ever be made as a result of this request, shall be at the sole discretion of the CWCOG. All decisions of the CWCOG are final.

Background Investigation: By submitting a proposal in response to this Request for Proposals, you are giving permission to the CWCOG to investigate your company and background with regard to any matter bearing on the desirability of the CWCOG doing business with you. The results of the investigation may be taken into consideration by the CWCOG in making its decision.

No Oral Agreements: No oral agreement or conversation with the CWCOG or any official, employee or agent of CWCOG, either before or after execution of a contract, shall affect, modify or add to any of the terms or obligations contained in the contract documents. Any such oral agreement or conversation shall be considered as unofficial information and in no way binding upon CWCOG, unless subsequently put in writing.

Clarifications and Oral Presentations: The CWCOG reserves the right to contact Consultants to clarify responses. Subsequent to the initial evaluation by the CWCOG, a request for an oral presentation may be made. The CWCOG will not be liable for any cost incurred in the preparation and delivery of any oral presentations.

Independent Contractor: It is specifically understood and agreed by and between the parties hereto that Consultant is an independent Contractor and not an agent or employ of the CWCOG. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees and subcontractors, and the CWCOG shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.

The Consultant shall have no authority whatsoever to obligate the CWCOG to make any payments to another party nor make any promises or representation of any nature on behalf of the CWCOG, without the specific written approval of the CWCOG. In the event the CWCOG incurs any liability with regard to the matters set forth in this section, the Consultant shall indemnify the CWCOG and hold it harmless.

Note: Whenever the term "Consultant" is used in this document, it means a person, firm or entity that submits a proposal. "CWCOG" means the Cowlitz-Wahkiakum Council of Governments in Washington State. "CLEDD" means the Cowlitz-Lewis Economic Development District.

SELECTION OF CONSULTANT

Proposals will be evaluated by a committee made up of:

- One CLEDD chamber member
- One CLEDD EDC member
- One CLEDD business member
- One CLEDD city member
- CWCOG Executive Director

Proposals will be evaluated on the basis of experience, qualifications, approach to the project and any innovative ideas.

Final selection will be based on the evaluation of proposals unless it is deemed necessary by the committee to conduct interviews of closely scored consultants. The committee will select the consultant they conclude is best qualified to perform this project. The CWCOG, on behalf of the EDD, will be the contracting agency.

EVALUATION CRITERIA

- 1) The ability of the Consultant to complete the contemplated scope of work. The Consultant's anticipated approach to this work, including compliance with requirements, innovative approaches and services offered and other related matters.
- 2) The experience of the Consultant with similar projects, size of firm, length of time in business, staff availability, and experience within the CLEDD relating to relevant experience.
- 3) Experience of the individuals assigned to the project.
- 4) References, either submitted with the proposal, or otherwise known to the CWCOG or CLEDD.
- 5) Past performance of work provided to CWCOG or CLEDD.
- 6) Other information and factors as appropriate for the project.

Exhibit 1
RESPONSE FOR REQUEST FOR PROPOSALS
COWLITZ-WAHKIAKUM COUNCIL OF GOVERNMENTS

Disaster Resiliency Program
Cowlitz-Lewis Economic Development District (CLEDD)

To:
Cowlitz-Wahkiakum Council of Governments
207 North 4th Avenue, Adm. Annex
Kelso, WA 98626-4195

Due: ON OR BEFORE
November 9, 2009 no later
than **4 PM**

From:
Entity or Individual _____
Submitting Proposal _____

Mailing Address: _____

Response Prepared by: _____

Title: _____

Contact Person(s): _____

Telephone Number: _____

The undersigned, as a Consultant, declares that he/she/they/it have carefully examined all terms and conditions of the Request for Proposal and hereby propose to provide the services requested as outlined in the response.

The Consultant, by signature below, further represents as follows:

- 1) The undersigned declares, that consistent with the proposed submitted with this Response Form, he/she/they/it desires to enter into an agreement with CWCOG for services to be rendered.
- 2) The undersigned is duly authorized to submit the enclosed proposal on behalf of the above named Consultant.
- 3) That no director, officer, agent or employee of CWCOG is personally interested directly or indirectly in this work or the compensation to be paid hereunder, and that no

Exhibit 2

Scope of Work

“Disaster Resiliency Program” Cowlitz-Lewis Economic Development District (CLEDD)

1. The CWCOG will hire a consultant who specializes in disaster planning and preparedness for businesses, to implement goals and objectives from the 2007 Lewis County Flood Disaster Recovery Strategy and the 2009 CEDS.
2. The consultant will research and review current emergency management procedures for the business community for Cowlitz and Lewis counties, as well as FEMA and SBA regulations.
3. The consultant will review, research or develop scenarios of natural and man-made disasters that may affect different communities depending on geography, proximity to interstates/state routes, rail lines, marine transportation, and industrial development. The consultant will review and provide concept plans for emergency planning and disaster recovery as related to business continuity. These three subjects are defined as:
 - *Emergency planning* - those procedures and steps done prior to or immediately after interruptions to business.
 - *Disaster recovery* - the steps taken to restore some functions so that some level of services can be offered.
 - *Business continuity* - restoration planning, completing the full circle to get your organization back to where it was before an interruption.
4. The consultant will meet with EDCs, chambers of commerce and downtown associations to review and discuss the economic conditions for businesses affected by prior disaster events, and concerns from businesses for recovery options for future events.
5. The consultant will develop workshops and trainings in partnership with chambers of commerce throughout the region for business owners, in preparation for an eventual proposal for local coordinators to provide one-on-one counseling to businesses. The workshops and trainings will include:
 - Threat Analysis
 - Risk Assessment
 - Mitigation Steps (disaster prevention and damage reduction)
 - Response and Recovery Plans
 - Damage Assessment Process
 - Salvage Procedures
 - Rehabilitation Plans
6. The consultant will provide templates for business continuity plans, lists of essential documents for business owners to have in case of a disaster, evacuation plans, and other templates as assessed by the consultant for disaster preparedness.

A typical disaster plan would include the following elements:

- **Emergency Sheet:** a simple summary of steps to be taken and individuals to be contacted in an emergency.
- **Structure of the Planning Organization:** includes the plan maintenance process and the roles and responsibilities of team members.
- **Departmental Responsibilities:** addresses the responsibilities of various departments such as human resources, administration, facilities, and information technology.
- **Pre-disaster Actions:** outline of procedures to be followed in advance of an emergency for which there is advance warning (e.g., hurricane, flooding), including assignment of responsibilities for those actions.
- **Specific Response and Recovery Plans:** These plans provide, at the functional level, the steps to be taken to maintain services and to recover normal operations. These plans summarize the procedures to be followed in the plan scenarios as well as other emergency incidents.

Deliverables

The consultant will provide templates to the CWCOG and chambers of commerce and, potentially, the local coordinators who will continue the program. The templates will include business continuity planning materials, evacuation materials, employee and employer disaster plans, essential listing of documents businesses need to have in case of a disaster, and other templates as developed.

The consultant will provide education materials for workshops and trainings that will be set in 15 minute segments (or chapters) to be executed by the consultant and completed by the potential local coordinators and/or chambers of commerce.

The consultant will provide all research and scenario materials on potential disaster threats for the two counties, and materials for businesses and the partners to incorporate into business planning and emergency preparedness.

The consultant will provide updates to the EDCs, chambers of commerce and the CWCOG on a regular basis regarding progress on the work plan.