

ROCHESTER POLICE DEPARTMENT CITY OF ROCHESTER, NY



Police Chief James M. Sheppard

Request for Proposals

Consultant to Evaluate City of Rochester Emergency Management Plan

Kevin Costello
Captain of Research and Evaluation
Public Safety Building, 6th Floor
185 Exchange Blvd.
Rochester, New York 14614

Request for Proposals (RFP)

1.0 Overview

The City of Rochester is seeking proposals from qualified consultants to evaluate the City of Rochester's Comprehensive Emergency Management Plan (CEMP). The consultant will evaluate the current plan and will assist in updating the plan to ensure compliance with City, County, State, and Federal requirements related to emergency planning. All assessment, evaluation, and development will be completed in conjunction with the City of Rochester emergency management planning committee and relevant stakeholders.

The primary responsibility for emergency response in the City of Rochester is vested with the Mayor as the Chief Elected Official. The Mayor has designated an Emergency Manager with the authority to direct and coordinate emergency operations within the City of Rochester and delegate this authority through the appointment of Emergency Interim Successors. A Deputy Chief of the Rochester Fire Department (RFD) functions as the Emergency Manager. The assigned Deputy Chief of RFD works closely with Departments to ensure that emergency plans are effective and meet appropriate regulations. The Rochester Police Department (RPD) is an active participant in assisting the City of Rochester's Emergency Manager to ensure that RPD plans are an effective part of the City's EMP.

2.0 RFP Time Line

Availability of RFP	February 6, 2013
Deadline for questions to be submitted to City	February 20, 2013
Response issued to any questions submitted	February 26, 2013
Due Date for Proposals	March 1, 2013
Anticipate selection and tentative award notification	March 18, 2013
Transmittal and recommendation to City Council for Approval	March 20, 2013
Approval by City Council anticipated	April 16, 2013
Contract Start Date anticipated	May 1, 2013

The dates shown above may be subject to change but only upon written modification by the City of Rochester with notification to all interested parties.

3.0 Scope of Services

3.1 Consultant Services and Products:

The consultant will reevaluate the current CEMP format, revise current content as needed, and add content necessary to address the needs of the City of Rochester. The consultant will be expected to provide project management to track progress, provide interim documents, solicit City of Rochester input, and solicit stakeholder input within agreed upon timelines. The consultant will provide a revised City of Rochester CEMP that will be the property of the City of Rochester. The provided CEMP will be in Word format such that the City of Rochester will retain the ability to directly update the provided document. The document will become the property of the City of Rochester.

3.2 Description of Consultant's Services:

The services required of the consultant will be an evaluation of CEMP to include a revised CEMP and a written report documenting findings that, at a minimum, address the following:

- a. Solicitation of input from key internal and external City Stakeholders
- b. Evaluate and Assess the City of Rochester's CEMP for compliance with current Federal, State, and Local guidance
- c. Evaluate the format of the current CEMP and make recommendations for improvement to ensure conformity with New York State Office of Emergency Management guidelines
- d. Evaluate current CEMP annexes for effectiveness and necessity
- e. Make recommendations for improvements and additions to annexes
- f. Provide a summary document of findings and recommendations (written report)
- g. Produce a reformatted CEMP that incorporates evaluation and assessment of current plan (revised CEMP)
- h. Produce reformatted annexes as necessary to properly incorporate them into the reformatted CEMP
- i. Provide reformatted CEMP in digital format that allows the City of Rochester to adjust and make corrections to ensure that the document remains current
- j. Provide technical writing as necessary to complete document
- k. Reformatted plan should address preparedness plan, response plan, and recovery plan
- l. Submitted CEMP should be capable of being integrated into the Monroe County WebEOC software system

A final report on findings will include an evaluation of the CEMP's compliance with NYS Office of Emergency Management guidelines. In addition, an updated CEMP will be provided, in Word format, which incorporates recommended and approved changes.

4.0 General Information:

Proposals must be postmarked or received by the City no later than March 1, 2013. Consultants must submit four (4) complete copies of the proposal. Proposals are to be submitted to:

Maria Canto
Secretary, Research and Evaluation Section
Rochester Police Department, Administration Bureau
185 Exchange Blvd.
Rochester, NY 14614

E-mail: Cantom@cityofrochester.gov
Phone: (585) 428-7490
Fax: (585) 428-6406

All questions related to this RFP must be submitted in writing, preferably by e-mail to Maria Canto. All questions and City responses will be shared with all who have indicated intent to submit a proposal and have provided an e-mail address. The City may amend this RFP upon notification to all potential vendors and the amendment will be provide to consultants who have provided an e-mail address and will be posted on the City's website.

The consultant selected by the City will be required to enter into a written contract with the City. Attachment A consists of the City's standard Professional Services Agreement (PSA). The consultant's response to this Request for Proposals (RFP) indicates its acceptance of the terms of the agreement except as indicated in the proposal.

The fee amount agreed upon by the City and the consultant will compensate the consultant selected for professional services, expenses, overhead, and profit. The fee amount and disbursement schedule will be set forth in the PSA and upon execution of that agreement by the parties; in no event will the sum disbursed by the City exceed that amount, unless agreed to in writing in a manner required by law and by the City.

The selection of a consultant is within the City's sole discretion and no reasons for rejection or acceptance of proposals are required to be given. Selection will not be made solely based on price. City policy favors contracting with locally based firms, all other factors being equal. Non-local consultants may wish to consider partnerships or other collaborative arrangements with local firms as a strategy to address this criterion.

There will not be a pre-proposal conference/meeting of interested vendors/consultants, however, should you have any questions concerning this RFP they should be submitted to Maria Canto no later than February 20, 2013. See previous paragraph regarding questions.

Consultants should provide sufficient information in their written proposals to enable the review team to form a recommendation. The City may request additional information from potential vendors as necessary to assist the City in evaluating the proposal. The City reserves the right to invite any or all respondents to an interview to explore further the possibility of an engagement. Participation in an interview upon such an invitation would be voluntary. Any expenses resulting from such an interview would be the sole responsibility of the consultant.

The proposal and all materials submitted with the proposal shall become the property of the City, and will be subject to the NYS Freedom of Information Law. Any proprietary information submitted with the proposal must be clearly identified and a request to keep such information confidential must be submitted.

The issuance of this RFP constitutes an invitation to submit a proposal. The review team will make a recommendation to the Mayor regarding the selection of a consultant. The City is under no obligation to select any of the responding consultants or to conduct the project described herein. This RFP may be withdrawn by the City for any reason and the City shall have no liability for any costs incurred in preparing a proposal.

The establishment of a contract for services is contingent upon the availability of funds for such an agreement, and any agreement in excess of \$10,000.00 requires the approval of City Council. This agreement is not expected to exceed \$50,000.

The City does not discriminate in any aspect of contracting on the basis of age, race, color, national origin, creed, disability, marital status, sex, or sexual orientation.

5.0 Proposal Content:

The proposal should provide the following information:

- a. Company/consultant background and experience providing similar work, to include information about presence in City of Rochester or M/WBE certification and/or any collaborative relationships with local firms that are to be involved in this project.
- b. Names, resumes, and roles of staff who will be involved in the project. Provide data on the diversity of overall workforce, including total number of employees, and percentages of minorities and females employed.
- c. Names, resumes, and roles of sub-contractors, associates, or any non-employees who will be involved in the project.
- d. The name and resume of the consultant's lead person for the project.
- e. Personnel background and experience providing similar work
- f. Company/consultant expertise in evaluating and writing Emergency Management Plans for Municipalities within New York State.
- g. Sample of similar work provided for a NYS municipality, police department, or fire department

- h. Staff salaries, detailing title, hourly rate, and whether benefits are paid for each.
- i. Documented evidence of consultant's capacity to perform similar work, including references, contact names, and phone numbers.
- j. A project narrative that describes the consultant's understanding of the City's needs and the value the consultant will bring.
- k. Methodology the consultant will use to insure the results will meet expectations. The proposal must specify details relating to items outlined in Scope of Services.
- l. Proposed time line for review and report completion.
- m. An itemized budget including staff hours, billing rates, and estimated direct expenses by specific item.

6.0 Evaluation Criteria:

Proposal will be evaluated based upon the following criteria:

- a. Personnel and/or Company experience in providing technical writing
- b. Personnel and/or Company experience in evaluating CEMP's for Municipalities
- c. Personnel and/or Company experience in writing CEMP's for Municipalities within NYS Office of Emergency Management guidelines
- d. Qualitative review of submitted examples of similar work
- e. Qualitative review of submitted time line
- f. Review of references
- g. Cost to the City
- h. Availability of vendor to begin the project at the earliest mutually agreeable time.
- i. Workforce diversity
- j. The City will give preference to consultants who are located in the City of Rochester. In order to qualify for this preference, the location must be a bona fide business operation located in a lawfully occupied building that is open to the public and/or customers during normal business hours. The preference shall be an additional weighting of 10%.
- k. The City will give preference to consultants who are certified M/WBE's (African American, Hispanic, or Woman-Owned) who are currently certified by New York State. The preference shall be an additional weighting of 10%.

Appendix A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is made this __, day of _____, 2012, by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, hereinafter referred to as the "City" and _____, with offices located at _____, Rochester, N.Y. 14____, hereinafter referred to as the "Consultant"

WITNESSETH:

WHEREAS, the City desires to secure the professional services of a Consultant to provide services required for _____, hereinafter referred to as the "Project", and,

WHEREAS, the Consultant has the necessary equipment, personnel and expertise to perform the Project.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties do covenant and agree as follows:

SECTION 1. DESCRIPTION OF CONSULTANT'S SERVICES

A. The Consultant shall, upon receipt of Notice to Proceed, or upon the commencement date specified in Section 2 hereof, whichever is earlier, perform in a professional and workmanlike manner to the reasonable satisfaction of the City, all of the services required below or reasonably required in order to carry out the services set forth herein:

B. Except as otherwise specified in this Agreement, all equipment, materials and supplies required to carry out the provisions of this Agreement and to perform the

services described above shall be furnished by the Consultant and shall be fit for their purpose to the reasonable satisfaction of the City.

SECTION 2. TERM

The services required of the Consultant pursuant to this Agreement shall commence on and shall terminate on _____.

SECTION 3. FEE

- A. The City agrees to pay and the Consultant agrees to accept as full payment for the work and services performed pursuant to this Agreement, the following payable in the following manner:

(describe payment as being either a lump sum payment or a phased payment, e.g. monthly, quarterly, upon completion of tasks etc.)

- B. The total fee payable by the City pursuant to this Agreement, including all costs and disbursements whatsoever shall not exceed the sum of _____ Dollars (\$_____). No payment shall be made except upon the submission of duly executed vouchers upon forms which shall be supplied by the City.

SECTION 4. AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT

- A. The City hereby designates:

- B. The Consultant hereby designates:

or their authorized representatives in case of absence, as Authorized Agents of the City and of the Consultant for receipt of all notices, demands, vouchers and other communications and all orders, permissions, and directions pursuant to this Agreement, which shall be sufficiently communicated, given and/or delivered if dispatched by registered or certified mail, postage prepaid, or delivered personally to the authorized agents designated herein. The parties reserve the right to designate other or additional agents upon written notice to the other party which shall be signed by the Authorized Agent of the requesting party.

SECTION 5. INDEMNIFICATION

The Consultant hereby agrees to defend, indemnify and save harmless the City of Rochester against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind or nature which the City may directly or indirectly incur, or be

required to pay by reason or in consequence of the intentionally wrongful or negligent act or omission of the Consultant, its agents, employees or contractors. If a claim or action is made or brought against the City and for which the Consultant may be responsible hereunder in whole or in part, then the Consultant shall be notified and shall handle or participate in the handling of the defense of such matter.

SECTION 6. WORKERS' COMPENSATION AND DISABILITY BENEFITS INSURANCE

This Agreement shall be void and of no effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the state of the Consultant's residence, whichever may apply. The Consultant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers' Compensation and Disability Benefits coverage have been secured. In the alternative, Consultant shall provide proof of self-insurance or shall establish that Workers' Compensation and/or Disability Benefits coverage is not required by submitting the current New York State Workers' Compensation Board's form .

SECTION 7. EQUAL OPPORTUNITY

A. General Policy

The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all contractors, vendors and suppliers doing business with the City to follow a policy of Equal Opportunity, in accordance with the requirements set forth herein. The City further does not discriminate on the basis of disability, in admission or access to, or treatment or employment in its programs and activities. The City is including these policy statements in all bid documents, contracts, and leases. Contractors, vendors and suppliers shall comply with all State and Federal Equal Opportunity laws and regulations and shall submit documentation regarding Equal Opportunity upon the City's request.

B. Definitions

GOOD FAITH EFFORT - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.

MINORITY GROUP PERSONS - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

C. Compliance

The Consultant shall comply with all of the following provisions of this Equal Opportunity Requirement:

1. The Consultant shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status in the performance of services or programs pursuant to this agreement. The Consultant agrees to make a good faith effort to employ minority group persons and females and that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Consultant, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post notices in conspicuous places available to employees and applicants for employment, and to include language in all solicitations or advertisements for employment placed by or on behalf of the Consultant, reflecting this nondiscrimination policy.

2. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination, and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

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

SECTION 8. LIVING WAGE REQUIREMENTS

A. Applicability of Living Wage Requirements

This section shall apply and the Consultant shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the “Rochester Living Wage Ordinance”, in the event that payments by the City to the Consultant under this Agreement shall equal or exceed fifty thousand dollars (\$50,000) during a period of one year. If this Agreement is amended to increase the amount payable hereunder to fifty thousand dollars (\$50,000) or greater during a period of one year, then any such amendment shall be subject to Section 8A-18.

B. Compliance

The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City’s website, at www.cityofrochester.gov. Consultant shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

C. Exemption

This section shall not apply to any of Consultant’s employees who are compensated in accordance with the terms of a collective bargaining agreement.

SECTION 9. COMPLIANCE WITH MACBRIDE PRINCIPLES

The Consultant agrees that it will observe Ordinance No. 88-19 of the City of Rochester, which condemns religious discrimination in Northern Ireland and requires persons contracting to provide goods and services to the City to comply with the MacBride Principles. A copy of the MacBride Principles is on file in the Office of the Director of Finance.

SECTION 10. COMPLIANCE WITH ALL LAWS

The Consultant agrees that during the performance of the work required pursuant to this Agreement, the Consultant, and all employees working under the Consultant's direction shall strictly comply with all local, state, or federal laws, ordinances, rules or

regulations controlling or limiting in any way the performance of the work required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, or is not properly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.

SECTION 11. AUDIT

The Consultant agrees that the City shall, until the expiration of three (3) years after final payment, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant and of any of the subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts.

SECTION 12. PROHIBITION AGAINST ASSIGNMENT

The Consultant is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of the City.

SECTION 13. OBLIGATIONS LIMITED TO FUNDS AVAILABLE

The parties specifically agree that the Consultant's duty to perform work under this agreement and the City's obligation to pay for that work, including any out-of-pocket and subcontracting expenses of the Consultant, shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this Project by the City Director of Finance (or his authorized deputy). This provision shall limit the parties' obligation to perform even though this Agreement may provide for the payment of a fee greater than the appropriated and encumbered amount.

SECTION 14. EXTENT OF AGREEMENT

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by the party's authorized agent.

SECTION 15. STATUS AS INDEPENDENT CONTRACTOR

The Consultant, as an independent contractor, covenants and agrees to conduct the work under this Agreement consistent with such status. The Consultant shall neither pretend nor claim to be an officer or employee of the City by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

SECTION 16. LAW

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

SECTION 17. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.

SECTION 18. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

SECTION 19. TERMINATION FOR DEFAULT

The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Consultant shall default in the performance of this Agreement in accordance with its terms. Upon termination, the City may take over the work to be performed and complete the same by contract or otherwise, and the Consultant shall be liable to the City for any excess cost occasioned thereby. The total fee payable to the Consultant under this Agreement upon such termination shall be such proportionate part of the total fee as the value of the work satisfactorily completed and delivered to the City bears to the value of the work contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

CITY OF ROCHESTER

BY:

Thomas S. Richards, Mayor

CONSULTANT

BY: _____

Name:

Taxpayer Id. No.:

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 2012, before me the subscriber, personally came Thomas S. Richards, known to me, who being by me duly sworn, did depose and say that he is the Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed her name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the _____ day of _____, 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

