

# ***Request for Proposal to Prepare an Emergency Management Plan***



***City of Sevierville  
120 Gary Wade Boulevard  
P. O. Box 5500  
Sevierville, TN 37864-5500  
Phone: (865) 453-5504  
Contact: Tracy Baker, Assistant City Administrator  
Email: [tbaker@seviervilletn.org](mailto:tbaker@seviervilletn.org)  
(865) 868-0910***

**October 2017**

## INFORMATION FOR PROPOSAL

### RECEIPT AND OPENING OF PROPOSALS

The City of Sevierville, Tennessee (herein called the "Owner") invites responses on the form(s) attached hereto for a **REQUEST FOR PROPOSALS TO PREPARE AN EMERGENCY MANAGEMENT PLAN**. The Owner will **RECEIVE PROPOSALS UNTIL 3:00 PM, November 7, 2017**, which may be mailed or hand-delivered, at Sevierville City Hall, 120 Gary Wade Boulevard, Sevierville, Tennessee, 37862 (Mailing address: P.O. Box 5500, Sevierville, Tennessee, 37864-5500). Proposals will then be publicly opened and recorded at Sevierville City Hall, 120 Gary Wade Boulevard, Sevierville, Tennessee.

The envelope or carton containing **six (6)** complete copies and **one (1)** digital copy of the proposal must be sealed and addressed to Tracy Baker, Assistant City Administrator, and bear the following:

Name of Proposing Firm  
Proposing Firm's Address  
Proposal Enclosed: **EMERGENCY MANAGEMENT PLAN**  
Date and Time of Proposal Opening:

The Owner may consider informal any proposal not prepared and submitted in accordance with the provisions hereof, and may waive any informality or reject any or all proposals. Proposals are considered received when in the possession of the Assistant City Administrator. If your proposal is not received before the due date and time, it will be disqualified and will not be opened or considered.

The City of Sevierville reserves the right to reject all proposals, waive any informality in the proposals received, negotiate fees and services, and to accept any proposal which it shall deem to be in the most favorable interest of the City of Sevierville.

All questions should be directed in writing to Tracy Baker, Assistant City Administrator via phone (865) 868-0910, or via e-mail at [tbaker@seviervilletn.org](mailto:tbaker@seviervilletn.org). All questions must be received within seven (7) days of the proposal opening date to be given consideration. Any interpretations or clarifications will be expressed in the form of an addendum to the specifications, which, if issued, will be sent to all prospective proposers no later than three (3) days before the proposal opening date. To receive any such notification of an addendum, you must notify Ms. Baker of your intent to offer a proposal no later than three (3) days before the proposal opening date.

### QUALIFICATIONS OF PROPOSERS

The Owner may make such investigations as he/she deems necessary to determine the ability of the Proposer to supply the necessary services, and the Proposer shall furnish to the Owner all such information and data for the purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer's fail to satisfy the Owner that such Proposer is properly qualified to carry out the obligation of the

contract by supplying the service contemplated therein. Conditional proposals will not be accepted.

Interviews of proposers may be held and/or follow-up questions or clarifications issued to proposers.

#### OBLIGATION OF PROPOSERS

At the time of the opening, each Proposer will be presumed to have read and to be thoroughly familiar with the instructions, requirements, and specifications herein. Proposer's failure or omission of to examine all the forms, instruments, and documents shall in no way relieve them of any obligation in respect to his/her proposal.

Each Proposer is required to fill out and return the attached Title VI information sheet, vendor information sheet and the W-9 as a part of the proposal package.

#### PRECONTRACTUAL EXPENSES

The City shall not be responsible for any precontractual expenses incurred by the consultant.

#### INSURANCE REQUIREMENTS

*Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury, including coverage for products and completed operations. The Provider should indicate in its bid whether the coverage is provided on a claims-made or preferably on an occurrence basis.

#### CONDITIONS FOR ALL COVERAGES

*Additional Insured:* The City of Sevierville, its Board of Mayor and Aldermen, officers, employees, agents, representatives, boards, commissions, committees, and volunteers (**hereinafter referred to as Owner**) are to be covered as additional insureds respecting:

- Liability arising out of activities performed by or on behalf of the Proposer or their Contractor (hereafter referred to as Contractor in this section);
- Products and completed operations of the Contractor;
- Premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the Owner.

The coverage shall contain no special limitations on the scope of protection afforded to the Owner.

*Notice of Cancellation or Non-renewal:* Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Department Head granting this bid and/or to Owner's Risk Manager.

*Acceptability of Insurers:* Insurance is to be placed with financially sound Tennessee admitted insurers and approved by Owner's Risk Manager.

*Certificates of Insurance:* Contractor shall furnish the Owner with certificates of insurance with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before work commences.

*Defense, Indemnification and Hold Harmless Agreement:* Contractor hereby agrees to indemnify, defend and hold harmless the Owner from any and all loss, damage, cost, expense, liability, claims, demands, suits, attorney's fees and judgments arising directly or indirectly from or in any manner related to the work, project, event or other purposes in connection with the Contractor's performance or failure to perform under the terms of this contract, regardless of the active or passive nature of any negligence by the Owner, except as otherwise expressly stated herein.

Contractor shall not be responsible when such liability arises from the sole negligence of the Owner. Contractor shall pay Owner for any costs incurred in enforcing this provision.

Direct all insurance requirement questions to Jamie Tyler, City of Sevierville Risk Manager at (865) 453-5504.

#### IRAN DIVESTMENT ACT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-15-106.

#### TIMELINE FOR PROJECT COMPLETION

A detailed timeline for completing is included in the specifications. The final plan is due to the City by June 30, 2018. Failure to receive the final plan or failure to complete any of the tasks prior to June 30, 2018 may result in a deduction of \$100 per week from the final payment.

## INTRODUCTION

The City of Sevierville invites proposals from firms/individuals interested in updating, revising, and/or overhauling the City's Emergency Operations Plan, including any necessary annexes as required by state and federal mandate.

It is the responsibility of the City to maintain an Emergency Operations Plan that is a comprehensive all-hazards document that City staff, public safety, and public service personnel can utilize as a guide in the provision of critical services.

## PROJECT SUMMARY

Proposals are being requested to update the Emergency Operations Plan for the City of Sevierville, consistent with Tennessee Emergency Management Agency standards and in coordination with the Sevier County Emergency Management Agency, using an integrated approach that reflects available local resources. The plan will be subject to review and acceptance by the City of Sevierville, TEMA, and SCEMA. Law requires the plan to be updated periodically. The present plan is in need of a complete review and update to provide a useful resource document for the City's Emergency Management Team and to comply with applicable state and federal standards of the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) and National Response Framework (NRF). In addition to the plan, the proposal shall include training and exercise components to educate responsible persons on their role in the plan and to test the plan.

## PROPOSAL FORMAT AND CONTENT

The proposal shall include six copies on 8.5" x 11" paper, bound. It shall include the following information:

1. Cover letter summarizing the proposal.
2. The proposer's proposed scope of work, addressing the City's objectives as outlined in the Scope of Work. The proposer shall present the proposed level of effort to accomplish the scope of work. Deliverables associated with each phase of the proposed scope will be clearly set out in the proposal, including a detailed proposed calendar depicting proposed schedule timelines for research, stakeholder meetings, research, writing, presentations, and training exercises.
3. The proposer's experience and history in performing this type of work. Description of recent projects of a similar nature including references of persons, firms, or agencies that the City may contact to verify the experience cited.
4. A table of organization setting forth the Project Team for this assignment. Provide the names, titles, qualifications (resumes), and number of years with the firm for the principal-in-charge, project manager, and support staff shown in the table. Include a brief review of similar projects completed by the project team. Sub consultants will not be allowed unless detailed in the original proposal.

5. Statement of approximate cost and estimated hours for each project task. If the fee is based on hourly rates, provide rates for all team members, the expected range of billable hours, and a 'not to exceed' budget. Provide proposed incremental cost for any optional services or for any other variability in services. Provide the cost for additional presentations beyond a minimum of three. Any consultant markup of expenses and sub consultants will not be permitted, as these costs are assumed to be covered in Task 1.
6. Staffing summary related to specific tasks.
7. Statement of staff availability to perform work according to indicated schedule.
8. Statement regarding firm's uniqueness to best perform the tasks listed in the Scope of Work.
9. Proof of Insurance as required.

## SCOPE OF WORK

### Task 1: Task Management and Coordination

The consultant will coordinate staff meetings from appropriate departments, agents, schools, organizations, and the public to gather the necessary information to successfully research, write, and complete the plan. The consultant will attend and lead meetings, clarify any outstanding issues, and respond to any comments from the City of Sevierville, SCEMA, or TEMA. The consultant will prepare progress reports and invoices that will reflect the professional services provided and summarize the anticipated and completed tasks on a monthly basis and will update the project schedule as required.

The City requires entire project completion by June 30, 2018. In order of priority, the deliverables and due dates are:

1. The draft updated Emergency Operations Plan by or before March 31, 2018, with the final plan complete by June 30, 2018.
2. The Training Needs Assessment for employees by or before June 30, 2018.
3. The revised draft plan by or before May 31, 2018.
4. Training identified in the Training Needs Assessment by (date TBD after June 30, 2018).

#### *Deliverables:*

- *Meeting agendas and minutes*
- *Progress reports and invoices*
- *Project schedule for each component*
- *Review and adequately respond to comments*
- *Deliver each component on time*

All deliverables must be presented as both a hard copy and a digital copy.

## Task 2: Integrated Emergency Plan

The consultant will write the Emergency Operations Plan for the City of Sevierville using a regional, integrated approach within Sevier County and consistent with the latest Tennessee Emergency Management Plan, while reflecting the hazards and existing resources within the area. All portions of the plan will address the needs of all persons within the jurisdictions of this plan, including persons with access and functional needs. Plans for specific functions shall include guidance and checklists to ensure the most effective execution of the plan by persons who may not have emergency management as their primary daily role. Nevertheless, the plan shall contain the following components:

- Demographics of the communities within and neighboring the area covered by the plan.
- Geography of the area covered by the plan.
- Hazard and risk assessment consistent with the Hazard Mitigation Plan.
- Emergency Management Organization, consistent with SEMS, NIMS, and the National Response Framework, but reflecting local resources.
- Role of local governments, their departments, and staff.
- Role of the private sector, including non-profit organizations, local businesses, the public, and other constituencies consistent with TEMA and FEMA policies.
- Multihazard Emergency Response plan.
- Contingency planning for most likely events.
- Annexes, resources, and checklists necessary to implement the components of the plan.

### *Deliverables:*

- *Draft Emergency Plan and summary report by or before March 31, 2018*
- *Revised draft including updates and changes by or before May 31, 2018*
- *Final Emergency Plan by or before June 30, 2018*

## Task 3: Training Needs Assessment

The consultant will conduct a training needs assessment of the City of Sevierville staff. The consultant will provide a written report with suggested base line orientation and overview needs for all City staff.

### *Deliverables:*

- *Training Needs Assessment for City staff by or before June 30, 2018.*

## Task 4: Training and Exercises

The consultant will provide a training and exercise plan to support the introduction and implementation of the Emergency Operations Plan. The consultant will conduct and coordinate the training exercises and presentation to City staff, the Board of Mayor and Aldermen, and other key stakeholders identified by the City. All presentations will be developed in collaboration with the City, with length and content based on the audience.

*Deliverables:*

- *Training and exercises (minimum of three) identified in the Training Needs Assessment completed by (date TBD after June 30, 2018).*

CITY SERVICES TO BE PROVIDED

1. Provide available information, including access to the City's existing plans, associated documents, and GIS materials.
2. Assist in coordinating meetings. Assist in identifying participants from jurisdictions, agencies, community partners, and the public.
3. Provide access and participation of staff in planning, training, and exercises.
4. Review all documents.
5. Receive and review data and studies.

SELECTION PROCEDURE

Proposals will be reviewed by a committee composed of City staff and agency partners. Proposals will be ranked relative to the criteria below:

- Past experience in the public sector
- Adequacy of professional staff and depth of firm resources
- Completeness of proposal
- Scope of services to be provided by the firm
- Past experience with similar projects or facilities
- Ability to meet project schedule

Following preliminary evaluation of submissions, it is anticipated that some Proposers may be contacted for the purposes of clarifying proposal contents and to respond to questions. Following completion of all reviews and award of a contract, if any, unsuccessful Proposers will be notified that their proposal was not accepted.

The City reserves the right to amend the scope of the project based on budget and available resources. The City reserves the right to negotiate prior to contractual agreement with the chosen firm.

PAYMENT

INVOICE PROCEDURE

- Payment shall be made once per month based on the billable charges for the previous month.
- The Consultant shall present bills for the previous month's charges by the second business day of the month.
- Consultant's bills shall be substantiated by appropriate documentation and include an itemized listing of personnel and other direct costs incurred.



#### MAXIMUM BILLABLE AMOUNTS

Under no circumstances shall the total of all payments to the Consultant exceed ninety percent (90%) of the maximum not-to-exceed cost, prior to acceptance by the City of all items to be completed.

#### CONTRACTUAL AGREEMENT

The City shall provide a standard agreement for professional services.

## PROPOSAL FORM FOR PREPARATION OF EMERGENCY MANAGEMENT PLAN

Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Business License # \_\_\_\_\_ City: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

<u>Task</u>	<u>Cost</u>
Task 1: Task Management and Coordination	_____
Task 2: Integrated Emergency Plan	_____
Task 3: Training Needs Assessment	_____
Task 4: Training and Exercises	_____
<b>Total Not-To-Exceed Cost:</b>	_____

It is further understood and agreed by the undersigned in submitting this proposal that the Owner reserves the following rights and privileges:

- a. To accept or reject any or all Responses, and/or waive any of the informalities in the proposal process.
- b. To reject all proposals which do not conform to or exceed these specifications, without altering price of this proposal.
- c. To re-bid anytime during the term of the contract.

**Note:** Proposer shall not add any conditions or qualifying statements to this proposal or resulting contract, if awarded, except as provided herein, as otherwise the proposal may be declared irregular as not being responsive to the Request for Proposal.

If you have questions regarding the specifications contained in this Request for Proposal package, please contact:

**Tracy Baker**  
**Assistant City Administrator**  
**865-868-0910**  
**tbaker@sevierville.tn.org**

Proposal Submitted by:

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Authorized Signature

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Name (Printed)

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Title

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Date

## TITLE VI INFORMATION

It is the policy of the City of Sevierville to ensure compliance with Title VI of the Civil Rights Act of 1964: 49 CFR, Part 21; related statues and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, bidders agree to comply with the same non-discrimination policy.

Bid Name: \_\_\_\_\_

Bid Date: \_\_\_\_\_

\*For Title VI and IX compliance, we ask for voluntary disclosure of the following information for the majority owner of the business:

Gender:    \_\_\_ Male                                   \_\_\_ Female  
Race:       \_\_\_ Caucasian                       \_\_\_ African American  
             \_\_\_ Other (please specify): \_\_\_\_\_

Company Name: \_\_\_\_\_

The City of Sevierville does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d.)



# City of Sevierville

P.O. Box 5500  
Sevierville, TN 37864-5500  
865-453-5504

## VENDOR INFORMATION FORM

Name: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Business License Number: \_\_\_\_\_

County and State of License: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Shipping Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Corporation, Sole Proprietor, or Partnership: \_\_\_\_\_

(If the business is a sole proprietor, the owners name): \_\_\_\_\_

NEW VENDORS WILL BE ADDED AFTER RECEIPT OF THIS COMPLETED FORM AND VERIFICATION OF A CURRENT BUSINESS LICENSE. VENDORS WITHOUT A CURRENT BUSINESS LICENSE WILL NOT BE ACCEPTED. IT IS THE RESPONSIBILITY OF THE FINANCE DEPARTMENT TO ENTER AND UPDATE ALL VENDOR INFORMATION. THANK YOU.

Revised 1/22/2015

**Request for Taxpayer  
 Identification Number and Certification**

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 see specific  
 instructions on page 2

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such businesses. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,