

Request For Bids and Proposals

PROJECT EM2017-1101

2018 Hazardous Material Commodity Flow Study Scott County, Iowa

Scott County Emergency Management Agency is requesting bids for a hazardous materials commodity flow study for Scott County. The purpose of this study is to provide the Quad City Local Emergency Planning Committee (QCLEPC) with a comprehensive assessment of the hazardous materials and substances that are present in or transported through the county and worst case possible scenarios regarding the release of hazardous materials that are manufactured, stored and /or transported within Scott County.

This study is funded using HMEP grant dollars awarded to the Scott County Local Emergency Planning Committee (now QCLEPC). It is our intent to contract with a qualified, experienced contractor/consultant to gather data relating to hazardous substances manufactured in and transported through Scott County. Further, this work will include an analysis indicated worst case release scenarios to aid the QCLEPC, emergency planners and response organizations to assess preparedness, planning, mitigation and response strategies.

Contractors and Consultants interested in providing the above captioned services to the Scott County Emergency Management Agency should respond to this request before the outlined deadline and respond to all submittal instructions and the scope of work.

SUBMITTAL INSTRUCTIONS

All times referenced are prevailing local central standard time for Davenport, IA.

Bids **must be submitted as a searchable PDF document no later than 2:00 p.m. (CST) Tuesday, November 28, 2017.** Bids received after that time will not receive consideration.

Submit proposal directly to the Scott County EMA/QCLEPC at david.donovan@scottcountyiowa.com.

Questions about the bid, scope of work or bid specifications should be directed to Dave Donovan, Scott County EMA/QCLEPC at david.donovan@scottcountyiowa.com. Questions should be submitted no later than 12:00pm (noon) on Friday, November 24, 2017. Responses can be expected by 12:00pm (noon) on November 27, 2017.

All bids must be based on this RFB and scope of work.

Confirmation of receipt can be verified by contacting Dave Donovan at 563-484-3050. Scott County EMA and QCLEPC is not responsible for delays, technical problems or other issues preventing the delivery of bids before the deadline. It is the bidder's responsibility to ensure the timely delivery of bids or proposals.

Scott County Emergency Management Agency and QCLEPC reserves the right to reject any and/or all bids. Scott County EMA and QCLEPC reserves the right to accept the best bid, not necessarily the lowest bid. The decisions and interpretations of Scott County EMA, QCLEPC, its staff and the Scott County EMA Commission are final and are not subject to appeal.

COMPLIANCE

CONTRACTOR shall perform all work in full accordance with this request for bids and the scope of work. CONTRACTOR shall conduct all activities associated with the project in full compliance with any and all codes, laws, ordinances and industry standards, including the NFPA standards. CONTRACTOR shall provide and maintain insurance coverages and conditions as enumerated in Attachment A. CONTRACTOR agrees to the indemnification terms outlined in Attachment B.

TAX EXEMPT STATUS

Scott County and Scott County EMA are tax exempt and as such this will be a tax exempt project. Winning CONTRACTOR shall supply necessary information to Scott County EMA, prior to the commencement of work, allowing Scott County to issue a Tax Exempt Certificate in the CONTRACTOR's name. The CONTRACTOR shall utilize this certificate to purchase only items required to complete work on this project. Any other use of this Tax Exempt Certificate shall be punishable to the fullest extent of the law.

HAZARDOUS MATERIALS COMMODITY FLOW STUDY BID SPECIFICATIONS

Scope of Work

The scope of this project includes all tasks and activities required to identify hazardous materials and substances manufactured, stored and transported to evaluate risks and hazards and to extrapolate highly probable as well as worst case release/spill scenarios. Lastly, this scope of work includes an assessment of the probable response capabilities and suggested training required to respond to said release/spill events.

- 1) Conduct transportation surveillance from carefully selected positions at predetermined sites that are well away from the traveled portion of roadways and that will minimize the distraction to motorists. Document hazardous material placard information, time observed, location (roadway identification and mile marker), direction of travel, container type (probable capacity and type) and transport company (where possible) for roadway traffic during the surveillance period.
- 2) Persons conducting surveillance should adhere to minimum safety requirements, including but not limited to:
 - a. Observers are not allowed to exit their vehicle during surveillance work;
 - b. Minimize the possibility of distracting drivers operating motor vehicles;
 - c. Use of spotting scope or binoculars to ensure the ability to gather data from a safe distance;
 - d. Conduct surveillance during daylight hours, with dry pavement conditions;
 - e. Position vehicles in sheltered locations only; do NOT position vehicles in breakdown lanes or median locations.

- 3) With assistance from the Scott County LEPC and the Iowa Department of Transportation, identify specific, acceptable surveillance locations and dates. Dates may be rescheduled in the event of inclement weather or other hazardous conditions.
- 4) Surveil the following routes and approximate durations:
 - a. I-80: Two locations, 6 hours each location, 12 total hours;
 - b. I-74, I-280 and US 22: One location each route, 4 hours each location, 12 total hours;
 - c. US 61 and US 67: Two locations each route, 2 hours each location, 8 total hours.
- 5) Complete surveillance work in a manner to not create roadway hazard or driver distraction.
- 6) Take representative photos for each location (minimum 2 photos each location), showing various observed placarded vehicles and shipments along route to aid in visualizing the data gathering and to illustrate various container types.
- 7) On the dates of surveillance activities, prior to beginning surveillance, make contact with local and state law enforcement officials for the purpose of informing/reminding them of the presence of data gathering personnel. Law enforcement retains the right to defer and to express any concerns due to unforeseen conditions. Additionally, that contact will enable dispatch for law enforcement to properly handle calls from concerned motorists, who frequently believe surveillance vehicles are disabled motorists and call 911 to report them.
- 8) The report to law enforcement should include specific location and duration of surveillance, vehicle type and license number. A follow up call will be made at the conclusion of surveillance activities at each location. Surveillance vehicles will be clearly marked "Conducting Highway Study" to discourage helpful motorists from stopping along the highway to assist a stranded motorist or calling 911. Scott County LEPC will provide a contact person and contact information for Scott County Law Enforcement (dispatch and 911), Iowa State Patrol and Iowa Department of Transportation.
- 9) If, at any time, observers conducting surveillance are requested to cease surveillance or relocate by law enforcement officials, they will immediately comply and inform the Scott County LEPC contact person. Observers will carry a cell phone at all times to facilitate contact.
- 10) Obtain 2016 railroad commodity data from Scott County LEPC and include in completed dataset and all analysis/recommendations.
- 11) Obtain Tier II data from Scott County LEPC and include in completed dataset and all analysis/recommendations.
- 12) Request and obtain commodity flow data for Mississippi River traffic from the US Corps of Engineers. Include data in completed dataset and all analysis/recommendations.
- 13) Compile all data into spreadsheet format including all data points gathered.
- 14) Analyze datasets to determine probable hazard and risks from spill/release.
- 15) Analyze datasets to determine worst case hazards and risks from spill/release.
- 16) Analyze probable and worst case hazards and risks, based on actual data, and develop the following:
 - a. Accident prevention measure recommendations, if any
 - b. Preparedness recommendations
 - c. Training recommendations (for first responders, highway workers, hospital and medical, etc.)
 - d. Specialized emergency response equipment suggestions

- e. Vulnerable zones along the routes.
 - f. Worst case gaseous plume distances for emergency protective actions based on data gathered.
- 17) All analysis and recommendations to be made in compliance with applicable local, state and federal laws and codes and standards from the National Fire Protection Association.
 - 18) Prepare all deliverables in draft format, providing adequate time for review and feedback from Scott County LEPC members.
 - 19) Prepare and provide final deliverables as outlined herein.
 - 20) Provide invoice, based on proposed cost, for payment. Payment shall be 45 days net, with no late penalties. Scott County LEPC will make prompt payment within 45 days.

Project Deliverables

CONTRACTOR shall provide electronically to the Scott County Local Emergency Planning Committee and Scott County Emergency Management Agency the following documents in draft form for comments for revision and then in final form as final contract deliverables:

- Hazardous Materials Commodity Data – complete listings of all data points gathered during field work (including any data collected in aggregate from other sources). This data should be presented in an MSExcel workbook with discrete fields for all pertinent data fields to allow for each of search and sort.
- Scott County Hazardous Material Commodity Flow Study Report – this document should summarize the findings of the Commodity Data above and analyze trends from the field work. Further, the study should analyze hazards, risks and probable responses for emergencies (traffic accident, spills, fire, etc.) involving Hazardous Materials based on the actual commodity data from Scott County and industry best practices. This document should be provided electronically in “native” Adobe PDF™ format (not scanned PDF), allowing the document to be searched. All table of content entries should be properly hyper-linked to the appropriate page where that information is located.
- All Deliverables shall become the property of Scott County Emergency Management Agency upon delivery and the CONTRACTOR may not place any restrictions on the use of the document, the data or the analysis therein.
- The CONTRACTOR shall reserve the right to utilize the deliverables as examples of work. However, documents provided to other clients or jurisdictions shall have all references to Scott County removed and/or the document clearly marked on each page (header, footer or watermark) as a sample document only.

Project Schedule

It is the intent of the Scott County Emergency Management Agency to conduct this study during the winter (Dec-Mar) of 2017-18. Project award should occur no later than December 15, 2017. Project work may take place immediately upon award. All field activities should be completed by March 15, 2018. A draft report should be provided by April 1, 2018, allowing approximately 14 calendar days for review and comments from the LEPC. Project deliverables are due in their final, completed form to Scott County EMA/LEPC no later than April 30, 2018.

ATTACHMENT A - INSURANCE REQUIREMENTS

The Contractor shall have in force during the period of this contract, insurance as listed below:

Bodily Injury and Property Damage Insurance: The CONTRACTOR shall take out and maintain during the life of this contract, bodily injury and property damage liability insurance under a comprehensive general form and automobile injury and property damage insurance under a comprehensive general form.

The required limits of this insurance shall not be less than:

General Liability:

Personal Injury – each person	\$1,000,000
Personal Injury – each occurrence	\$1,000,000
Personal Injury – Aggregate	\$1,000,000
Personal Damage – each occurrence including Broadform Liability Extension	\$1,000,000

Automobile Liability – Owner, Non-Owned and Hired
Vehicles:

Personal Injury – each person	\$1,000,000
Personal Injury – each occurrence	\$1,000,000
Personal Damage – each occurrence	\$1,000,000

The above insurance shall cover the contractor’s employees, the public and Scott County employees while in the buildings and on the grounds of Scott County.

Certificates of Insurance:

The CONTRACTOR shall deliver to Scott County Emergency Management Agency and QCLEPC certificates of insurance covering all above insurance, prior to the start of any work. Such certificates shall provide ten days prior to notice by registered mail of any material change in, or cancellation of this insurance. CONTRACTOR shall maintain this coverage on a standard CGL form for the benefit of Owner and the general public throughout the term of this agreement, and if a carrier or policy is changed, CONTRACTOR shall provide Owner with a replacement Certificate of Insurance.

Workmen’s Compensation and Employer’s Liability:

The CONTRACTOR shall maintain during the life of this contract, the statutory workmen’s compensation and employer’s liability insurance for all his employees to be engaged in the maintenance work under the contract.

The amount of Employer’s Liability Insurance shall not be less than One Million (\$1,000,000).

ATTACHMENT B - INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the Scott County Emergency Management Agency (EMA) and the Quad City Local Emergency Planning Committee (QCLEPC) and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim damage, loss or expense (1) is attributed to bodily injury, sickness, disease or death or to injury to injury to or destruction of tangible property (other than the WORK itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce and otherwise exist as to any party or person described in this paragraph.

In any and all claims against the Scott County Emergency Management Agency or QCLEPC or any of their agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Scott County EMA and QCLEPC reserves the right to reject any or all bids or proposals submitted without cause. Further Scott County EMA and QCLEPC reserves the right to re-bid or re-solicit for proposals for this project at any time in the future. By submitting a proposal or bid each CONTRACTOR acknowledges these rights and authorizes Scott County EMA or QCLEPC to exercise them should the situation warrant.