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PERRY COUNTY COMMISSIONERS

PO BOX 37

NEW BLOOMFIELD, PA 17068-0037

PHONE (717) 582-2131

FAX (717) 582-5162

I. Request for Qualifications

Perry County invites consulting firms to submit qualifications to assist the County with updating its next 5-Yr. Hazard Mitigation Plan.

Project Description

The Perry County Board of Commissioners are soliciting proposals from qualified and experienced firms and/or entities to assist with an update to the Perry County Hazard Mitigation Plan. The successful firm and/or entity will assist with all tasks related to a review and update of the plan.

The consultant selected for this project will work with the County Commissioners, all partnering Perry County municipalities, agencies, groups, not-for-profit organizations, the Perry County Emergency Management Agency, the Perry County Planning Commission staff, subcommittees, to successfully complete the plan's update and secure its approval for recognition by PEMA and FEMA.

This Request for Qualifications does not commit Perry County to award a contract, to pay any cost incurred in the preparation of the submittal, or to procure or contract for services. The County reserves the right to negotiate with all qualified responders, or to cancel in part or in its entirety this Request for Qualifications, if it is in the best interest of the County to do so.

Perry County is funding this project with grant assistance from the Pennsylvania Emergency Management and the Federal Emergency Management Administration.

II. Narrative and Background

Perry County, located in south central Pennsylvania, is a sixth class county comprised of 21 townships and nine boroughs. The County encompasses approximately 550 square miles and has a population of 45,842 overseen by a three-member elected Board of Commissioners. The County provides many public services and community programs to ensure the health, safety, and general welfare of its residents.

The County was named after Commodore Oliver Hazard Perry an American naval hero of an engagement with England on Lake Erie in the War of 1812. Perry County became the 51st county in Pennsylvania

Two major transportation routes run through the County, U.S. Routes 22/ 322 and U.S. Routes 11/ 15. Both of these routes lie in the eastern portion of the County and follow the Susquehanna River (U.S. Routes 11/ 15) and the Juniata River (U.S. Routes 22/ 322). Norfolk Southern and Amtrak operate along the lone rail corridor traversing

Perry County continues to support healthy agricultural and forestry industries. Because of each sector's influence on the overall economy of the county, hazard mitigation should look at innovative approaches to reduce hazard risk to these important industries. There are approximately 83,867 acres of farmland and 228,677 acres of forest land in Perry County.

The current HMP was prepared by the TCRPC as an in-house project with all 30 Perry County municipalities signing onto the plan through the adoption process. The expectation is to see this level of participation is maintained.

The Perry County Planning Commission, is comprised of a nine-member board appointed by the Perry County Board of Commissioners. The group is responsible for the planning initiatives that serve to maintain a prosperous quality of life for the residents of Perry County.

III. Qualification Requirements

Interested consultant firms must demonstrate expertise in hazard mitigation planning with an emphasis on successful implementation to be considered for this project.

Interested consultant firms must submit their proposal by providing a brief overview of qualifications with a 5-page limit covering an overview of projects worked on over past 5 years with references and bio sketches of key staff with 2-3 pages providing highlights of the proposed scope of work.

IV. Timeframe

All project activities must be completed no later than January 31, 2025.

V. County Hazard Mitigation Plan (HMP) Scope of Work

GENERAL:

The County will develop and gain FEMA approval on a FEMA required five-year update of the existing County Hazard Mitigation Plan (HMP). The County will encourage and document active participation by all County municipalities and stakeholders. The County will achieve FEMA Approval Pending Adoption, revising the plan as required by FEMA. The County will assist and encourage all municipalities to participate in and adopt the plan, submit adoptions to FEMA and record FEMA municipal approvals. Once approved, County will conduct annual reviews to ensure Hazard Mitigation Plan endures as a living document that builds resiliency within the County.

CRITICAL REQUIREMENTS:

1. The County HMP shall meet or exceed requirements in the FEMA Local Mitigation Local Mitigation Planning Policy Guide FP 206-21-0002, Released April 19, 2022, Effective April 19, 2023. OMB Collection #1660-0062, and the Code of Federal Regulations, Title44. Emergency Management and Assistance. Section 201.6 (44 CFR 201.6). The plan will include additional analysis of the High Hazard Potential Dam risk present in the community. This analysis will

meet FEMA standards as laid out in questions HHPD 1 through HHPD 4 of the FEMA Local Mitigation Policy Guide, and FEMA Region III HHPD ‘Level of Effort’ requirements articulated at end of this SWO.

2. The County HMP shall use the model plan outline in Appendix 1 of the Pennsylvania’s All-Hazard Mitigation Planning Standard Operating Guide (SOG) dated 2020.
3. The county shall revise the HMP as required by PEMA and FEMA until FEMA provides Approval Pending Adoption.
4. HMP update will use hazard definitions from the PEMA SOG.
5. The Project shall be completed including FEMA Approval Pending Adoption (APA), at least one municipal adoption, and FEMA approval no later than the expiration of the current plan.
6. A complete and accurate Plan Review Checklist from the FEMA Local Mitigation Local Mitigation Planning Policy Guide FP 206-21-0002, Released April 19, 2022, Effective April 19, 2023 will be submitted to the State and FEMA when review is requested.

PLANNING PROCESS:

1. The County will Build the Planning Team

The County Emergency Management Agency has primary responsibility for creation and updates of the County Hazard Mitigation Plan. As the plan **Owner**, they will appoint a single person as project officer. The **Project Officer** will serve as the county’s designated agent for administering the grant with PEMA/FEMA, and as the primary point of contact for the plan developer. The **Plan Developer** for the County HMP update will be a private Planning Consultant. The Plan Developer will have the technical capability and organizational capacity to complete the plan update to FEMA standards.

The County HMP update **Planning Team** will consist of the Project Officer, the Plan Developer and representatives from key County Departments and Agencies to include: Planning/Emergency Management, Public Safety, Health, Infrastructure, Transportation, Economic Development, County Conservation District, GIS, and Education. The County Plan Developer will review the existing HMP to gather former Planning Team information, Contact Planning Team members and other stakeholders as needed, in writing, to re-establish the Planning Team. The Planning Team will meet no less than monthly during the plan update.

The Planning Team will identify required **Participants** in the HMP update process. At a minimum County HMP update Participants will include Planning Team members plus representatives from all municipalities in the county to include the municipal Flood Plain Managers. Participants will contribute to each of the four major phases of the plan (Risk Assessment, Capability Assessment, Mitigation Strategy Development, and Draft Plan Review). Contributions will be via attendance at physical and virtual meetings, and submission of required data and analysis via paper, electronic or voice communications.

The County will seek to include all potential **Stakeholders** in the update process. Stakeholders are every organization or person that has assets in the county, passes through the county or could be affected by hazards in the county. Stakeholders include the public. The Plan Developer will document the invitation process, responses to invitations and participation. Stakeholders will be encouraged, but not required to contribute to all phases of the plan.

Intended Stakeholder invites include, but are not limited to:

- Fire Departments, Ambulance Companies, Police Departments
- Hospitals and other congregate care facilities to include elder care facilities
- Organizations that care for, or advocate for, persons with disabilities
- School districts, any other educational institution – particularly higher education – do they have an environmental or planning department that can provide expertise or labor?
- State agencies that work in or have facilities in the county, especially PennDOT, PSP, DCNR, DEP, DCED, and PHMC. County will focus the invitation to the state facility in the county vs the agency as a whole, for example: Department of Transportation (Penn DOT) District Office or PA State Police (PSP) Troop vs the main office in Harrisburg.
- Adjacent counties to include bordering/contiguous state counties.
- Up and down stream counties of larger rivers
- Railroads, pipelines, power lines or other utilities that pass-through county
- Chambers of Commerce and large businesses
- Businesses with high hazard potential such as SARA facilities
- Representatives from federal facilities in the county
- Public, Private, Cyber K-12 Schools, Community Colleges, Colleges, Universities, Day Care Centers, Pre-Schools
- Commanders of local National Guard Armories or Military Reserve Centers, U.S. Army Corps of Engineers District
- County Conservation District and private conservation organizations
- Chambers of Commerce and Economic Development Agencies
- Volunteer Organizations Active in Disaster (VOAD), disaster relief organizations such as the Red Cross and Non-Governmental Organizations
- Neighborhood groups and housing organizations
- Historical Commissions/Districts (state, federal) and Historical Preservation associations
- PEMA Area Office (E/A Hamburg, C/A Harrisburg, W/A Indiana)
- FEMA Region III Community Planners and HAZUS experts, particularly if they can participate virtually

2. The County will Build planning venue and gather planning tools

The County will primarily use the county website and GIS based maps vs paper documents. The process and final product will be digitized to facilitate public access as well as future updates and integration with other plans.

The County will encourage stakeholder and public participation by augmenting physical meetings with virtual meetings such as teleconferences, web site bulletin boards, social media. The county will ensure that all municipalities have multiple opportunities to participate physically and virtually in the plan. The county will counsel municipalities on the consequences of not participating in the county plan process.

The County will begin by ensuring the existing plan with all appendices and annexes, is in digital format.

The County will use the current DFIRMs (Digital Flood Insurance Rate Maps). If preliminary DFIRMs are available, the county will use those assuming that any changes will be minimal. The County will integrate RISKMAP products from FEMA with the goal of developing an enhanced HAZUS analysis which will go beyond the census data and flood area provided by basic HAZUS. The County will attempt to include the following key features in the enhanced flood risk analysis:

- Flood depth data along with flooding extent
- Building attribute data for as many structures as possible (in order) critical facilities, congregate care facilities, residences, other inhabited buildings
- First floor elevation
- Construction – envelope, foundation
- Utilities and capacity to serve as shelter, resilience
- Residents with functional or mental disabilities
- Access for first responders during hazard event

The County will obtain digital copies of the other county plans to include comprehensive, flood plain and zoning, economic, development, and emergency operations plan, State HM plan, and copies of county HM Plans from adjacent, up and down stream counties. The County will review these plans in depth and integrate them into the HMP update.

Since this is an update of an existing, approved plan, the County will use the FEMA Plan Review Tool from the current plan as a point of departure for enhancing the HMP update.

3. Plan format and phases

The plan will be formatted in accordance with the PEMA Standard Operating Guide date July 2020 Appendix 1, Model Plan Outline. A detailed format with integrated FEMA LMPRG checklist follows in section 7.

The planning process will have four major phases which correspond to the four major portions of the HMP according to the PEMA SOG; Community profile, Risk Assessment, Capability Assessment, Mitigation Strategy.

Each phase will begin with a review of that section from the current HMP and a discussion of how to improve it. The goal is not simply an HMP update that meets minimum FEMA and PEMA requirements, but a plan that is better than before and is more appropriate to our County. The planning team will address the following questions for each section:

- What has changed since the last plan?
- Has the population and the demographics changed since the last plan?
- What new development has occurred?
- Have new hazards appeared? Have old ones lessened?
- Is there new or better data available?
- Can we develop deeper, more detailed data?
- Is the current analysis valid, or should it be reviewed?
- Is there additional analysis required?
- Can the data or analysis be better presented to make it more accessible to stakeholders?
- What is the “so what” factor? The impact upon our community?

The planning team will next develop questionnaires and other forms of gathering stakeholder input and make these available virtually to the public and through smaller, physical meetings and or teleconferences with municipalities and select key stakeholders.

The planning team will gather and analyze the data and prepare a draft of the updated HMP section.

The planning team will post the draft section on the website for stakeholder comment and schedule a public meeting to review the sections.

At the physical public meeting, the planning team will present their findings, gather additional stakeholder input and answer questions.

After the public meeting, the planning team will record their findings and update the draft section.

After the draft review (final public) meeting, the Planning Team will integrate stakeholder input into a final plan and submit to PEMA along with a filled out LMPRG checklist, no later than 3 months prior to the current plan’s expiration.

The County will revise the HMP Update based on PEMA and FEMA requirements until FEMA grants APA status.

The County will distribute the FEMA APA version of the plan to the municipalities and facilitate their adoption.

The County will track municipal adoptions and FEMA approvals

Upon the first municipal adoption and FEMA approval, the County will complete all reimbursement requests with PEMA and close out the project, NLT 36 months from grant approval.

4. Public Outreach/Planning meetings

The County will encourage stakeholders to virtually log in and contribute to any portion of the HMP update at any time. The planning team will schedule physical meetings as needed with the municipalities and other key stakeholders. The data gained will be analyzed and presented at a series of four events. These events will not be a single physical meeting, but a combination of live and virtual meetings, web logs, and email exchanges to include at least one meeting in each phase for the public. These four meetings/events will support the main phases of the plan. The 24-month planning timeline is the ideal. Some phases and meetings may need to be compressed based upon funding availability and ongoing disasters.

a. Initial Kickoff Meeting - 24 months before current plan expires

At the kickoff meeting, the Planning Team will provide:

- A description of the expectations for plan participants in each phase of the update, to include the FEMA requirements.
- The number of meetings, the delivery method of those meetings, who will be at those meetings (multi-jurisdictional, single jurisdictional).
- How and when will Plan Participant input and data requests be made.

At the kickoff meeting the Planning Team will request:

- One Municipal Assessment survey form from each municipality that lists the most significant changes to their community since the last plan; Demographic changes, hazard events, mitigation successes, major concerns
- Are there events coming up that can be leveraged for engaging other plan participants or engaging the public?

b. Risk Assessment and Capability Assessment Meeting - 18 months before current plan expires

At the Risk and Capability event the Planning Team will ask Plan Participants and Stakeholders to provide:

- Risk Assessment forms which will evaluate their perspective on the impact of each hazard profiled in the plan update
- Capability Assessment forms which detail the new and existing hazard mitigation capabilities within the county with emphasis on the National Flood Insurance Program.

c. Mitigation Strategy Meeting – 12 months before current plan expires

At the Mitigation Strategy event the Planning Team will ask Plan Participants and Stakeholders to provide:

- Comments on the Mitigation Goals and Objectives.
- Comments on the progress of all mitigation actions for that municipality from the prior plan.
- At least one new mitigation action for each municipality
- Mitigation actions from other Stakeholders

d. Draft Plan review Meeting - 6 months before current plan expires

At the Draft Plan Review, the Planning Team will explain the FEMA review, adoption and approval process and ask the Plan Participants and other Stakeholders for their review of the draft and final comments.

5. Plan technical requirements

The plan will be prepared in accordance with 44 CFR201.6, FEMA LMPRG, and the PEMA SOG. The format will be IAW the PEMA SOG Appendix 1. In addition, the County will ensure the following features not spelled out in those documents will be part of the HMP Update.

1. Introduction – Executive summary – 1-2 pages of ‘what’s new’ in this update.

2. Community Profile – How our County is different; how is it changing? What makes it unique in PA?

3. Planning Process – How greater stakeholder participation was achieved through use of virtual planning, social media and other innovations. How was outreach effected by COVID-19-related constraints?

4. Risk assessment –

Hazard Identification, the County will briefly discuss any hazard that was profiled in old/current HMP but any not profiled in County HMP Update and will include a rationale for their exclusion. The County will not necessarily profile all 34 hazards profiled in the state HMP but will discuss why those that were profiled in the State Plan were left out in the county plan.

Planners will use the 7 FEMA Community Lifelines (Safety and Security, Food, Water, Shelter, Health and Medical, Energy, Communications, Transportation, Hazardous Material) to understand how the hazard will affect the Community and how they might interact to amplify damage during an event.

Source: <https://www.fema.gov/emergency-managers/practitioners/lifelines>

Hazard Profiles – County will update the risk analysis for each profiled hazard. It will identify any hazard occurrences since last plan and any new/better data since last plan. County will develop additional data layers in GIS maps to better understand who will be affected by hazards such as historical and environmental assets, persons with disabilities or other vulnerable populations. The County will work to integrate these additional layers to the county property mapper so that residents and potential residents can know their risk. The County will review the methodologies available to conduct the risk assessment (it may differ from hazard to hazard) and will utilize the best one that meets their analysis needs.

The County will integrate RISKMAP products from FEMA with the goal of developing an enhanced flood risk analysis which will go beyond the census data and flood area provided by basic HAZUS. The County will attempt to include the following key features as GIS layers in the enhanced flood risk analysis:

- Flood depth data along with flooding extent
- Building attribute data for as many structures as possible (in order) critical facilities, congregate care facilities, residences, other inhabited buildings
- First floor elevation
- Construction – envelope, foundation
- Utilities location and vulnerability
- Capacity to serve as shelter, structural and habitation resilience
- Residents with functional or mental disabilities
- Access for first responders during hazard event

These products will be provided to municipalities during the HMP update process to assist their appreciation of risk in their community and develop mitigation strategies. These products will also be integrated as additional GIS map layers with the HMP webpage on the County web site so that residents and other stakeholders can readily access hazard information focused on their community.

Adaptation to Climate Change will be a core theme throughout the document. The risk assessment will look at Future Conditions and their impact upon hazards. Current and historical hazard assessments may not adequately predict the impact of these hazards going forward. The county planners will work with

FEMA Region III Community Planners to access the most current models that anticipate the conditions likely to occur.

5. Capability Assessment –

Plan integration will not just be addressed in section 5.2.5, but throughout the entire plan to better understand how the County can use its limited resources to achieve community resiliency across multiple plans and jurisdictions. The plan will leverage the work of other partners to achieve greater mitigation at lower cost than stand-alone projects.

The plan will use the FEMA Region III Community Capability Assessment Worksheet to ensure a comprehensive analysis of existing capacities and what the county and municipalities are already doing for Hazard Mitigation. The plan will be integrated geographically with neighboring counties. It will be integrated vertically with the State and FEMA plans. It will be integrated functionally into other county plans and the plans of state agencies working in the county.

The Integration of hazard mitigation principles into other local planning mechanisms (comprehensive plans, transportation plans, floodplain ordinances, etc.) and vice versa is vital to build a safer, more resilient community. This two-way exchange of information supports community-wide risk reduction, both before and after disasters occur. Not only will the community's planning efforts be better integrated, but by going through this process there is a higher level of interagency coordination, which is just as important as the planning mechanisms themselves.

6. Mitigation Strategy

6.2 The PEMA SOG requires Mitigation Objectives as an intermediate step between mitigation goals and mitigation actions

The mitigation strategy will be updated to prioritize the following concepts:

- Future Conditions – Mitigation actions must protect to the expected future hazard conditions vs historical risk patterns, e.g., climate adaptation, Utility Disruption, climate change.
- Resiliency – Mitigation actions should allow the community to weather hazards without significant damage or need for recovery actions.
- Building Codes, Ordinances, Enforcement Activities – Mitigation actions will address the adoption and enforcement of enhanced building codes and/or ordinances that go beyond the minimum industry standards and allow for future hazard conditions.
- Community Lifelines – Mitigation actions will address the seven community lifelines and attempt to address multiple lines.
- Nature-Based Solutions – A preference will be made for nature-based solutions that provide long term mitigation with lower costs or second order hazards.
- Leveraging Partner Activities and Funding – Mitigation actions will be integrated with other plans and organizations such as water quality efforts to save funds and build support.

PLANNING DOCUMENT:

The finished plan will follow the exact detailed format from PEMA Standard Operating Guide July 2020. The format below has been integrated with requirements from FEMA Local Mitigation Plan Review Guide Oct 2011.

1 | Introduction

- 1.1. Background
- 1.2. Purpose
- 1.3. Scope
- 1.4. Authority and Reference

2 | Community Profile

- 2.1. Geography and Environment
- 2.2. Community Facts
- 2.3. Population and Demographics
- 2.4. Land Use and Development
 - E1. Was the plan revised to reflect changes in development? 44 CFR 201.6(d)(3)*
- 2.5. Data Sources and Limitations

3 | Planning Process

3.1. Update Process and Participation Summary

A.1a. Does the plan document how the plan was prepared, including the schedule or time frame and activities that made up the plan's development, as well as who was involved?. 44 CFR 201.6(c)(1)

3.2. The Planning Team -

3.3. Meetings and Documentation

A.2. The County will document the planning process by recording who was invited, their response, and how they participated (person, agency, parts/meetings) in the HMP update 44 CFR 201.6(b)(2). The County will fill out and attached the Multi-Jurisdiction Summary Sheet from page 49 of the FEMA LMPPG Checklist April 2023.

3.4. Public & Stakeholder Participation

A.3. The County will document how the public was invited to participate in the HMP update process and their participation by venue (physical meetings, teleconferences, web blogs, social media, email, etc.) 44 CFR 201.6(b)(1) and 201.6(c)(1)

3.5. Multi-Jurisdictional Planning

A.2. The plan must identify all stakeholders involved or given an opportunity to be involved in the planning process. At a minimum, stakeholders must include: 1)Local and regional agencies involved in hazard mitigation activities; 2)Agencies that have the authority to regulate development; and 3)Neighboring communities. 44 CFR 201.6(b)(2)

4 | Risk Assessment

- 4.1. Update Process Summary
- 4.2. Hazard Identification
 - 4.2.1. Table of Presidential Disaster Declarations
 - 4.2.2. Summary of Hazards
- 4.3. Hazard Profiles
 - 4.3.1. Hazard 1
 - 4.3.1.1. Location and Extent

B.1. Does the Plan include a description of the type, location,

and extent of all natural hazards that can affect each jurisdiction?

B1. 44 CFR 201.6(c)(2)(i) and 44 CFR 201.6(c)(2)(iii)

4.3.1.2. Range of Magnitude

4.3.1.3. Past Occurrence

4.3.1.4. Future Occurrence

B1-d. Does the Plan include information on previous occurrences of hazard vents and on the probability of future hazard events for each jurisdiction? 44 CFR 201.6(c)(2)(i)

4.3.1.5. Vulnerability Assessment

B2-b.. Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? 44 CFR 201.6(c)(2)(ii)

4.3.2. Hazard 2

4.3.2.1. Location and Extent

4.3.2.2. Range of Magnitude

4.3.2.3. Past Occurrence

4.3.2.4. Future Occurrence

4.3.2.5. Vulnerability Assessment (*Flood Hazard Only*)

B2-c. Does the Plan address NFIP insured structures within each jurisdiction that have been repetitively damaged by floods? 44 CFR 201.6(c)(2)(ii)

4.4. Hazard Vulnerability Summary

4.4.1. Methodology

4.4.2. Ranking Results

4.4.3. Potential Loss Estimates

4.4.4. Future Development and Vulnerability

5 | Capability Assessment

5.1. Update Process Summary

5.2. Capability Assessment Findings

5.2.1. Planning and Regulatory Capability

C1. Does the plan document each jurisdiction's existing authorities, policies, programs and resources, and its ability to expand on and improve these existing policies and programs? 44 CFR 201.6(c)(3)

C2. Does the Plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? 44 CFR 201.6(c)(3)(ii)

5.2.2. Administrative and Technical Capability

5.2.3. Financial Capability

5.2.4. Education and Outreach

5.2.5. Plan Integration

A. 4. The plan must document what existing plans, studies, reports, and technical information were reviewed. Examples of the types of existing sources reviewed include, but are not limited to, the state hazard mitigation plan, local comprehensive plans, hazard specific reports, and flood insurance studies. The plan must document how relevant information was incorporated into the mitigation plan. Incorporate means to reference or include information from other existing sources to form the content of the mitigation plan. 44 CFR 201.6(b)(3)

C6. Does the Plan describe a process by which local governments will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? 44 CFR 201.6(c)(4)(ii)

6 | Mitigation Strategy

6.1. Update Process Summary

E2. Was the plan revised to reflect progress in local mitigation efforts? 44 CFR 201.6(d)(3)

6.2. Mitigation Goals and Objectives

C3. Does the Plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? 44 CFR 201.6(c)(3)(i)

6.3. Identification and Analysis of Mitigation Techniques

E2. Was the plan revised to reflect changes in priorities? 44 CFR 201.6(d)(3)

6.4. Mitigation Action Plan

C4. Does the Plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? 44 CFR 201.6(c)(3)(ii) and 44 CFR 201.6(c)(3)(iv)

C5. Does the Plan contain an action plan that describes how the actions identified will be prioritized (including cost benefit review), implemented, and administered by each jurisdiction? 44 CFR 201.6(c)(3)(iii) and 44 CFR (c)(3)(iv)

D3. Does the Plan describe a process by which local governments will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? 44 CFR 201.6(c)(4)(ii)

7 | Plan Maintenance

7.1. Update Process Summary

7.2. Monitoring, Evaluating and Updating the Plan

D.2. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a 5-year cycle)? A.6. 44 CFR 201.6(c)(4)(i)

7.3. Continued Public Involvement

D.1. The plan must describe how the jurisdiction(s) will continue to seek public participation after the plan has been approved and during the plan's implementation, monitoring and evaluation.. 44 CFR 201.6(c)(4)(iii)

8 | Plan Adoption

HIGH HAZARD POTENTIAL DAM EXPECTATIONS.

To meet this requirement, the HMP will address the following:

- Potential cascading impacts of storms, seismic events, landslides, wildfires, etc. on dams that might affect flooding potential.
- Potential significant economic, environmental, or social impacts and multi-jurisdictional impacts from a dam incident.
- Location and size of the PAR from HHPDs.
- Potential impacts to institutions and critical infrastructure/facilities/lifelines.
- Methods and/or assumptions for risk data and inundation analyses.
- Documentation of limitations and the approach to address deficiencies.

The PO & PD will utilize PEMA's HHPD Classification System: Dam Risk Prioritization Methodology document to evaluate dams within their planning area. The PO & PD will acknowledge the updated

HHPD analysis requirement's effect on Level of Effort and needed funding. It is requested that a clear explanation/discussion be developed; including funding documentation that is commensurate with the approach.

VII. Proposal Contents

This Request for Qualifications does not commit Perry County to award a contract, to pay any cost incurred in the preparation of the submittal, or to procure or contract for services. The County reserves the right to negotiate with all qualified responders, or to cancel in part or in its entirety this Request for Qualifications, if it is in the best interest of the County to do so.

All respondents must submit a written Statement of Qualifications to include information about the respondent directly related to each of the Selection Criteria. As mentioned in Section III, the proposal should provide a brief overview of qualifications with a 5-page limit covering an overview of projects worked on over past 5 years with references and bio sketches of key staff with 2-3 pages providing highlights of the proposed scope of work. Respondents must also provide an explanation of how they propose to accomplish the project outcome within the stated timeframe.

Selection Process

The County will review and evaluate all proposals submitted by firms responding to this RFQ. The proposals will be evaluated and ranked based on the Selection Criteria. The County may ask top ranked firms to attend a presentation interview as part of the evaluation process. Firms invited to interview should be prepared to have general discussions on non-binding estimates of cost to provide requested services.

At the conclusion of the evaluation process the firms will be ranked in priority order with the highest ranking firm being selected to negotiate a contract with the County. If a contract satisfactory to both parties cannot be negotiated, the County will then enter into negotiations with the next highest ranking firm and so on until an agreement is reached.

Selection Criteria

The respondents will be evaluated on the following criteria:

1. The Consultant's understanding of the intended project outcome, i.e., what the intended end product is to be and what the project is intended to accomplish. (5 points)
2. The scope of specific services the Consultant intends to provide including how the Consultant proposes to involve the Grantee in the planning process and the Consultant's overall approach to the project. (10 points)
3. Professional qualifications and experience of the consulting team and the individuals the Consultant will assign to provide the planning services. (10 points)
4. Knowledge of Federal (FEMA) and Pennsylvania (PEMA) planning process pertaining to hazard mitigation planning. (10 points)
5. Capacity of the Consultant to perform the work within the given time limitations, taking into consideration the current and planned workload of the firm. (5 points)
6. Reference identification of clients for whom the Consultant has performed projects of a similar type and size within the last 5 years. (10 points)

VIII. Submittal

Respondents should submit two (2) hardcopies and one (1) digital copy to the address below no later than Wednesday, May 31, 2023 by 4:00 p.m. ET to:

Perry County Board of Commissioners
25 West Main Street
P.O. Box 37
New Bloomfield, PA 17068

Email: rfultz@perryco.org with any questions about this RFQ.

Minority and/or female-owned businesses are encouraged to apply.

IX. Indemnification

Perry County reserves the right to reject any and all submissions, reject any particular item on a submission, and to waive immaterial formalities. The contract will be awarded to the responsible responder whose qualifications are most advantageous to Perry County. Perry County reserves the right to negotiate with the selected responder the exact terms and conditions of the contract.

In connection with the performance of work under the contract, the contractor agrees to comply with the Fair Labor Standards Act, Equal Opportunities Employment Act, and all other applicable Federal, State and local laws, regulation, and executive orders to the extent that the same may be applicable.

Perry County, PA is an equal opportunity employer and does not discriminate on the basis of race, color, creed, national origin, or against faith-based organizations. Additionally, contractor agrees to make every effort to obtain Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), and Small Business Concern Involvement. If a DBE is part of the proposal, provide detailed information describing the work to be performed by a Pennsylvania DBE Unified Certification Program (PA UCP)-certified DBE. Include: the business name of the DBE with address, contact person and phone number; a detailed narrative description of the services to be provided by the DBE; and the percent of the proposal's total cost to be contractually allocated to the DBE. The same information should also be included for Small Business Enterprises certified by the Pennsylvania Department of Transportation. Contractors are encouraged to involve Disadvantaged Business Enterprises (www.paucp.com), Small Business Enterprises (www.dotsbe.pa.gov) and small business concerns in the assigned tasks and to submit documentation of any such involvement. Contractor must maintain records to ensure compliance with 49 C.F.R. Part 26 obligations by indicating the identity, contact information, and number of DBE, SBE, and non-DBE/SBE subcontractors, the type of work performed on assigned tasks, documentation of efforts to secure DBE/SBE firms for available subcontracting opportunities and the means of communication used to obtain the services of DBEs/SBEs, and dollars amounts paid to DBEs/SBEs.

APPENDIX A

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the contract, Contractor agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the [Bureau of Contract Administration and Business Development], for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the [Bureau of Contract Administration and Business Development].
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
7. Perry County may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause.

APPENDIX B

CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.
 - a. Confidential Information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - b. Consent means written permission signed by a duly authorized officer or employee of the County, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the County shall be deemed to have consented by virtue of execution of this agreement.
 - c. Contractor means the individual or entity that has entered into this agreement, including directors, officers, partners, managers, key employees, and owners of more than a five percent interest.
 - d. Financial Interest means:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the County.
3. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.
4. The Contractor shall not, in connection with this or any other agreement with the County, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the County.
5. The Contractor shall not, in connection with this or any other agreement with the County, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the County.
6. Except with the consent of the County, neither the Contractor nor anyone in collaboration with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

7. Except with the consent of the County, the Contractor shall not have a financial interest in any other Contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the County in writing.
9. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
7. The Contractor, upon the inquiry or request of the County or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the County to the Contractor's integrity or responsibility, as those terms are defined by the County's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the Contractor for a period of three years beyond the termination of the contract unless otherwise provided by law.
8. For violation of any of the above provisions, the County may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the County. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the County may have under law, statute, regulation, or otherwise.

APPENDIX C

CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the County, or with a person under contract, subcontract, grant, or subgrant with the County or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the County.

1. The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any County contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the County, Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
2. The Contractor must also certify, in writing, that as of the date of its execution, of any County contract it has no tax liabilities or other obligations.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the contracting agency if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other obligations, or if it or any of its subcontractors are suspended or debarred by the County, Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the contracting agency of its suspension or debarment by the County, Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the County.
5. The Contractor agrees to reimburse the County for the reasonable costs of investigation incurred for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the County, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Contractors by either searching the internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

Department of General Services

Office of Chief Counsel

603 North Office Building

Harrisburg, PA 17125

Telephone No: (717) 783-6472

FAX No: (717) 787-9138

APPENDIX D

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

During the term of this contract, the Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination, " 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1 above.