

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: OHIO RISK MAPPING, ASSESSMENT AND PLANNING

CONTRACT No.: OT901216

EFFECTIVE DATES: 09/01/15 to 09/30/17

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901216 that opened on 06/29/15. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#) (Revised 10/2013), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to OHIO DEPARTMENT OF NATURAL RESOURCES 2045 MORSE ROAD, BUILDING B-2, COLUMBUS OH 43229, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Signed: _____
Robert Blair, Director Date _____

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SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition the state will determine the lowest bid from the lowest Base Bid Price offered.

USAGE REPORTS: Every six months the Contractor must submit a report indicating sales generated by this contract. The report shall list usage by facility, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Procurement Services, Gail Harper-Perry.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective sixty (60) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

SPECIFICATIONS

I. SCOPE:

This Contract is for Floodplain Mapping. The Ohio Department of Natural Resources is looking for an engineering firm specializing in floodplain mapping work. The purpose of this Contract is for the Contractor to provide a compliant updated Flood Insurance Study (FIS) and related Flood Insurance Rate Maps (FIRMs) for the City of Shelby in Richland County, Ohio, fully conforming to the requirements set forth in FEMA's Guidelines and Specifications. This Contract will be used by Ohio Department of Natural Resources (ODNR), Division of Soil and Water Resources (DSWR), Floodplain Management Program (FMP), the Contractor(s) and FEMA.

This Contract should improve flood hazard identification and will help provide critical information to assist citizens, business owners, and officials to protect their lives and properties from flood hazards and eliminate mandatory flood insurance purchase and regulatory requirements for those whose property is currently incorrectly shown as being subject to inundation by the regulatory flood. Communities choosing to participate in FEMA's National Flood Insurance Program (NFIP) must locally adopt and enforce flood risk reduction regulations that, at a minimum, apply to the high flood-risk (or regulatory flood) areas as identified in FEMA's FIS and corresponding FIRMs for each county.

FEMA regularly offers funds to the FMP to obtain expertise in support of their flood risk identification initiatives. Those efforts correspond with departmental, divisional, and programmatic strategies. These contracts are sought to further those initiatives of providing Ohio communities with efficient and effective flood risk reduction tools. These Contracts are a part of the FEMA grant management documentation responsibilities.

II. BACKGROUND:

Since 1974, the federal government has provided flood studies and maps to local communities nationwide. FISs and FIRMs are periodically updated. FEMA currently has mapped about 800 Ohio jurisdictions (including all 88 counties). These hazard identifications are provided in approximate (less expensive) and detailed forms. Most detailed study areas throughout the State are from the mid 1980's. Most recent FISs and FIRMs have not updated or expanded the detail floodplain areas. Streams are dynamic systems, constantly shifting due to natural and artificial changes. Additionally, improved data (e.g., topography, engineering modeling, etc.) are now available. These updates are in response to an ongoing need to provide accurate risk assessment to our communities.

Commencing in 2009, the FEMA Risk Map initiative is aimed at closing some of the flood hazard data gaps that remain from the previous Map Modernization initiative, delivering quality data to increase public awareness and lead to actions that reduce risk to life and property.

III. REGULATIONS:

The Contractor must complete all work in compliance with FEMA's **Guidelines and Specifications**. Link: **FEMA Guidelines and Specifications for flood Hazard Mapping Partners November 2009**: [http://www.fema.gov/media-library-data/1387814760538-48140a90bd0462c31a686a957ad7ad7c/Guidelines+and+Specifications+for+Flood+Hazard+Mapping+Partners+Appendix+C-Guidance+for+Riverine+Flooding+Analyses+and+Mapping+\(Nov+2009\).pdf](http://www.fema.gov/media-library-data/1387814760538-48140a90bd0462c31a686a957ad7ad7c/Guidelines+and+Specifications+for+Flood+Hazard+Mapping+Partners+Appendix+C-Guidance+for+Riverine+Flooding+Analyses+and+Mapping+(Nov+2009).pdf)

IV. ACRONYMS:

- A. FEMA – Federal Emergency Management Agency
- B. FIRMs – Flood Insurance Rate Maps
- C. FIS – Flood Insurance Study
- D. FMP – Floodplain Management Program
- E. NFIP – National Flood Insurance Program
- F. ODNR- Ohio Department of Natural Resources
- G. SOMA – Summary of Map Action

V. CONTRACTOR EXPERIENCE:

- A. The Contractor must have and be able to demonstrate experience with FEMA sponsored mapping projects within the past 3 years.
- B. The Contractor must have and be able to demonstrate experience using FEMA's Mapping Information Platform and Citrix Server within the past 3 years.
- C. The Contractor must have and be able to demonstrate experience with FEMA's Map Modernization services and products.
- D. The Contractor must have and be able to demonstrate experience working with governmental agencies.

SPECIFICATIONS

- E. The Contractor must have and be able to demonstrate experience with public relations and outreach programs.
- F. The Contractor must have and be able to demonstrate experience developing and manipulating Geographical Information Systems (GIS) *i.e.*, ortho-photography data.

VI. REQUIREMENTS:

- A. The Contractor must develop new and/or update existing flood hazard data.
- B. The Contractor must develop preliminary Flood Insurance Rate Maps.
- C. The Contractor must update Flood Insurance Study.
- D. The Contractor must provide a Summary of Map Action (SOMA).
- E. The Contractor must develop a Physical Map Revision of Digital Flood Insurance Maps (FIRMs) for Richland County by incorporating leverage data provided by the City of Shelby.
- F. The Contractor must Conduct Community Compliance Officer meetings and a Public Open House, creating various FEMA's flood level inundation depth grids, changes since last FIRM datasets and updates to the County's Flood Insurance Study (FIS).
- G. The Contractor must complete all work in accordance with FEMA's ***Guidelines and Specifications for Flood Hazard Mapping Partners*** and effective Procedure Memoranda.
- H. The Contractor must deliver an electronic and paper copy of the Preliminary FIRMs, updated FIS, and the Summary of Map Action (SOMA) to FMP, Richland County and the City of Shelby. The electronic forms may include PDF and GIS Database files types. This information will also be uploaded to FEMA's Map Service Center. When final FIS and FIRMs are ready to be released, the Contractor will deliver the final electronic information to ODNR and hard copies and electronic information will be provided to the City of Shelby and Richland County. All of this must be done in compliance with FEMA's ***Guidelines and Specifications***.
- I. The Contractor must assist with selected watershed discovery projects, provide public outreach and create other Risk Mapping, Assessment, and Planning (Risk Map) related products, as directed by ODNR Floodplain Management Program Personnel.
- J. The Contractor must incorporate leverage data (provided by the City of Shelby) for studying and mapping 16.52 miles of updated, detailed studies within that community. The flooding sources being updated include Black Fork Mohican River, Seltzer Park Creek, Tuby Run and West Branch. This update affects the following nine FIRM panels: 39139 C0041E, 39139C0042E, 39139C0043E, 39139C0044E, 39139C0106E, 39139C0107E, 39139C0109E, 39139C0126E and 39139c0128E. Richland County and all incorporations within are included in the current countywide FIS and FIRM.
- K. The Contractor may receive other projects and deliverables on an as-needed basis by the project manager in conjunction with the selected consultant.

VII. DELAYS:

Delays in the projected timeline remain the most challenging problem. FEMA defines the 3 year grant performance period specific to each mapping grant. If the project proceeds without delay, that is typically more than sufficient. However, if community officials exercise their option to appeal the draft results, or if FEMA directs a hiatus, the contracted work process may be suspended until FEMA directs ODNR to have the Contractor resume.

During such delays, the Contractor is not permitted to continue their work and so, no charge to the contract occurs. Depending upon the length of the interruption, the performance period may need to be extended. When the project resumes, no additional contract cost is incurred. Such warranted extensions are routinely granted by FEMA and anticipated by FMP and contractors. The Contractor is not permitted to adjust pricing due to delays.

SPECIFICATIONS

VIII. CONTRACTOR TIMELINE:

Below is a potential timeline with additional tasks to be completed by the Contractor. However, the exact timeline will be worked out with the contractor upon selection.

City of Shelby Timeline	Start Date	End Date
Develop Hydrologic Data (review of leverage and formatting for Mapping Information Platform)	9/1/2015	9/30/2015
Develop Hydraulic Data (review of leverage and formatting for Mapping Information Platform)	10/1/2015	10/31/2015
Develop DFIRM database	11/1/2015	11/30/2015
Produce Preliminary Map Products	12/1/2015	12/31/2015
Perform Project Outreach (Community Compliance Officer meeting and public Openhouse)	1/1/2016	2/28/2016
Post Preliminary Processing	1/1/2016	7/1/2017

PRICE SCHEDULE

TOTAL PROJECT COST	
One time charge to be assessed for completing entire project as outlined in this Bid	\$ 32,000.00

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CONTRACTOR, TERMS, AND SHIPMENT:

BID CONTRACT NO.: OT901216

OAKS ID# 0000011302
Michael Baker International Inc.
P.O. BOX 536408
Pittsburgh, PA 15253-5906

CONTRACTOR'S CONTACT: Jason Farrell

TERMS: 2%, 10 Days, Net 30 Days

DELIVERY: As Specified

Telephone: (614) 538-7610

FAX: N/A

E-mail address: Jason.Farrell@mbakerintl.com

ALTERNATE ADDRESS:

4100 Horizons Drive, Suite 206
Columbus, OH 43220

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS: EMAIL Jason.Farrell@mbakerintl.com