

# Town of Abington

500 Gliniewicz Way  
Abington, MA 02351  
(781) 982-2100

## Technical Assistance with Hazard Mitigation Plan Update Request for Proposals RFP-0422

*May 9, 2022*

### **A. Introduction**

The Town of Abington is issuing this Request for Proposals ('RFP') soliciting proposals from individuals or organizations to provide technical assistance with updating a Multi-jurisdictional Hazard Mitigation Plan. The following towns are included in the plan, Abington, East Bridgewater, Easton, and Stoughton.

The project is to be managed by the Assistant Town Planner in Abington.

In accordance with MGL c 30b, a Request for Proposals (RFP) has been chosen as the procurement mechanism for the Project because it will allow the Towns to rate and rank proposers based on qualifications, experience, and skills required to perform the scope of services described in the **Scope of Services** of this RFP. Accordingly, proposals to be submitted in response to this RFP shall consist of two submissions: a non-price technical proposal, and a sealed price proposal. The Towns will select the responsive and responsible consultant that submits the most advantageous proposal taking into consideration the consultants experience, staff capacity, and references as well as the proposed price.

All bids submitted must be "**SEALED**" and shall be clearly marked on the outside face of the envelope "**Bid for Technical Assistance with Hazard Mitigation Plan Update.**" Sealed bids shall be mailed or delivered to the Abington Town Manager's Office, 500 Gliniewicz Way, Abington, MA 02351

A Request for Proposals may be obtained at the Abington Town Manager's Office, 500 Gliniewicz Way, Abington, MA 02351 during regular business hours on or after 8:30 a.m. on **May 16, 2022**, or by email request to SLambiase@Abingtonma.gov. All pre-proposal questions related to these specifications shall be directed in writing to Scott Lambiase at SLambiase@Abingtonma.gov. The deadline for accepting questions is May 27, 2022, by 2:00P.M. Questions will be answered in writing and shared with all bidders.

**The deadline for submitting proposals is June 1, 2022, at 2:00 p.m.** at which time all non-price technical and price proposals received will be recorded. Proposals received after the delivery deadline shall be rejected and returned, unopened, to the sender. Proposers must deliver one (1) original and three (3) copies of the non-price technical proposal and one (1) original of the price proposal (see Section I, Proposal Requirements). If the Abington Town Hall is closed at the time of the delivery deadline due to uncontrolled events such as fire, wind, inclement weather, or building evacuation, the proposal delivery deadline will be postponed until 12:00 p.m. on the next normal business day on which the Abington Town Hall is open. In such event, proposals will be accepted until that latter date and time.

Proposals must be received by the applicable deadline at the following address:

Abington Town Manager  
Town of Abington  
500 Gliniewicz Way  
Abington, MA 02351

**The Town Manager will hold a pre-proposal conference for interested parties on May 24, 2022, at 11:00 am in the Town Hall Cotter Room, Abington Town Hall, 500 Gliniewicz Way, Abington. Attendance at this conference by representatives for all interested consulting firms is optional.**

Conforming non-price technical proposals received by the applicable deadline will be reviewed by the representatives of the four towns following the deadline. Non-price technical proposals will not be public records, available for inspection, until after the four towns have completed its review and until after the contract award decision has been made. After initial selection by the Towns of the most advantageous non-price technical proposal, all price proposals will be opened by the Town of Abington's Chief Procurement Officer or his designee. Opened price proposals will not be public records available for inspection until after the contract award decision has been made. One or more contracts will be awarded to the responsive and responsible consultant that submits the most advantageous proposal taking into consideration the consultant's experience, staff capacity, and references as well as the proposed price.

The Town of Abington reserves the right to reject any proposal which, in its judgment, fails to meet the requirements of this RFP or which is incomplete, conditional, or obscure, or which contains additions or irregularities, or in which errors occur in addition to the foregoing. The Town of Abington also reserves the right to reject all proposals if it deems such rejection(s) to be in the best interest of the Town. The Town of Abington also reserves the right to waive minor discrepancies, to permit a proposer to clarify discrepancies, and/or to conduct discussions with all proposers in any manner necessary to serve the best interests of the Town. Any fees or other expenses of the proposer associated with this RFP process are solely the responsibility of the respective proposer.

Except for questions addressed during the pre-proposal conference, questions about this RFP must be directed in writing to Scott J. Lambiase, Town Manager, Town of Abington. Correspondence may be sent to Mr. Lambiase by mail at 500 Gliniewicz Way, Abington, MA 02351, or email at [SLambiase@Abingtonma.gov](mailto:SLambiase@Abingtonma.gov), and must be received no later than May 27, 2022, at 2 p.m. All questions received by the deadline will be answered in writing or by email, and the responses to substantive questions will be distributed to all proposers on record as having received this RFP.

## **B. Scope of Services**

The scope of services under this RFP includes but may not be limited to Tasks 3-11:

This Multi-Jurisdictional HMP (Abington, East Bridgewater, Easton, and Stoughton) will be developed in accordance with FEMA guidelines and with assistance of a vendor.

**Task 1: Grant Award:** Abington will procure services to facilitate this planning process. A kickoff meeting will be held with partner towns and MEMA, and a contract executed.

**Task 2: Vendor Selection:** In consultation with towns, Abington will procure and hire a vendor who will document the planning process and deliver the scope of work.

**Task 3: Formation of Town-specific Hazard Mitigation Planning Committees:** Each town will convene a local Hazard Mitigation Planning Committee that will include a cross-section of the community. Committees will serve as liaisons to the vendor and assist by providing access to data, facilitating community input, reviewing draft products, and assisting with community outreach. With the vendor's facilitation and technical assistance, each Committee will develop a mission statement and assign roles and responsibilities. Each committee will develop a specific timeline for planning activities that will align with the other towns' committees. Committee members will solicit input from the community, hold at least two public meetings (one during plan production and the other during draft review), and conduct outreach. Members will also provide input regarding feasibility and prioritization of mitigation measures, review the draft plan, and oversee implementation, maintenance, and updating.

**Task 4: Revisit of Hazard Profiles:** Using best available data, the **vendor** will update a map of areas affected by multiple natural hazards for each town. A set of hazard maps will be included within the plan, and GIS files will be made available to towns. These maps will be the basis for communities' known hazards. The hazard identification update will include an assessment of communities' risks that summarizes vulnerability of each hazard based on location, extent, probability, and severity of hazards. A vulnerability analysis will be conducted. The **vendor** may use FEMA's HAZUS-MH, as well as a GIS map analysis to delineate critical facilities that are located within mapped hazard areas. Towns will update the description and prioritization of hazards that have occurred within each community since the last plan.

**Task 5: Inventories of Facilities:** Each town will prepare an updated inventory of facilities and explain how these facilities intersect with known hazards. This task will be based on input from the community and best available state and local information. Data may be used to develop updated GIS maps of critical facilities such as wastewater treatment plants, long-term care facilities, and town offices; and economic drivers such as large employers. Included will be all repetitive flood loss structures and structures that have Incurred substantial damage, if they exist, as defined by FEMA. These buildings will be analyzed by type, number, and general location as it relates to known hazard areas. Addresses and associated data will be provided upon request to the communities by the State NFIP Coordinator. Land use maps that depict the location of developed land uses, delineated by categories based on use (e.g., residential,

commercial, industrial, institutional, other public use, etc.) and interactions with known hazards will be included, as will anticipated future land use areas and how they intersect with known hazards.

**Task 6: Vulnerability Assessments:** Each town will update the overview of specific hazards and their vulnerability to those hazards. This vulnerability assessment, if possible, will include problem statements summarizing each community's biggest issues; all existing multiple hazard protection measures within the community, including protective measures under the National Flood Insurance Program (NFIP); descriptions of each measure, method of enforcement, and/or point of contact responsible for implementation of each measure; historical performance of each measure and description of improvements or changes needed; and description of land uses and development trends to incorporate future land use decisions.

**Task 7: Update of Goals:** With vendor support, the towns will update mitigation strategies specific to each community's exposure to and impacts from Identified hazards. Each town-specific strategy will include goals, public input, analysis of existing capabilities, review of mitigation actions in previous plan and progress toward those actions, description of how the communities' priorities have changed since previous plan, description of NFIP program and how each community will continue compliance over the next five years, and an updated list of mitigation goal statements that focus on reducing risks from identified hazards. Committees will conduct goal development and project prioritization.

**Task 8: Development of Actions:** The plan will include town specific sections that identify and analyze a comprehensive range of specific mitigation actions being considered to reduce effects of each hazard, with emphasis on new and existing buildings and infrastructure. This section will include a list of prioritized mitigation actions that best meet each community's needs for multiple hazard damage reduction and may include regional projects. Projects may be non-structural or structural. At minimum, this list of prioritized actions and projects will be based on a process that results in identification of cost-effective hazard mitigation projects with public input. These actions and projects will form the revision and update of the mitigation action plan. Opportunities for integration will be identified, and how data and information from the previous plan were used since 2015.

**Task 9: Plan Review, Evaluation, and Implementation:** An assessment of current development patterns and development pressures as well as an evaluation of any new hazard or risk information will be included in the plan. The plan will describe changes in development that have occurred in hazard prone areas and increased or decreased vulnerability of each jurisdiction since the last plan was approved. The plan will describe the status of the hazard mitigation actions in the previous plan by identifying those that have been completed or not. For actions that have not been completed, the plan will either describe whether the action is no longer relevant or be included as part of the updated action plan. The plan will also describe if and how any priorities changed since the plan was previously approved. If no changes in priorities are necessary, plan updates may validate the information in the previously approved plan.

**Task 10: Maintenance:** The Towns in conjunction with Committees will monitor, evaluate, and update the plan. Committees will assist Towns in implementation and incorporation of plan goals into other local planning processes or other local bylaws and ordinances. The completed plan update will include

an implementation schedule with procedures for ensuring the plan's implementation, update, and revision every five years.

**Task 11: Public Review of Draft:** Committees will work to continue public involvement through public review of the draft plan.

**Task 12: Review and Approval:** The plan will be submitted to MEMA/FEMA for review, revised based on comments, and submitted for approval. When APA is received, the plan will be brought before Boards of Selectmen for adoption in each town. The final adopted plan will be sent to MEMA/FEMA for final approval.

Information used during the mitigation planning process shall include, but not necessarily be limited to: 2015 Natural Hazard Mitigation Plan for the Old Colony Region, 2020 Abington Municipal Vulnerability Preparedness (MVP) Plan Report, East Bridgewater MVP Plan Report(in progress, expected 2021), 2018 Easton MVP Plan Report, 2020 Stoughton MVP Plan Report, Old Colony Climate Change Vulnerability Transportation Assessment(in progress, expected 2021), and the 2018 Massachusetts State Hazard Mitigation and Climate Adaptation Plan. Data will be drawn from the Resilient MA climate data and projections clearinghouse and NOAA Regional Climate Center, the MA Environmental Public Health Tracking Tool, and FEMA. Additional sources of information and data will be identified during Task 3 of Implementation.

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### **C. Proposal Submission Delivery**

Proposals are to meet the proposal submission deadline identified in the Introduction section, and are to be clearly marked “**Technical Assistance with Hazard Mitigation Plan Update**” delivered to:

Abington Town Manager  
Town of Abington  
500 Gliniewicz Way  
Abington, MA 02351

### **D. Proposal Requirements**

#### ***Non-Price Technical Proposal***

To be eligible for review, the proposer shall submit one (1) original and three (3) copies of its non-price technical proposal:

1. A cover page, identifying the name of the project as “**Technical Assistance with Hazard Mitigation Plan Update.**” Include the name of the consulting firm, official address, contact person, voice telephone and email address.
2. A cover letter which must be signed by the individual with authority to bind the proposal team to contractual commitments.
3. Submission should be indexed/organized and tabbed accordingly to the sequence of the proposal.
4. A complete list of any participating consultants or sub-contractors of the firm to be involved in the Project.
5. If the proposal team involves more than one firm, the proposal must also identify all consultants or subcontractors in addition to the consulting firm, with full contact information for each such participating entity or individual.
6. An outline of the experience of the consulting firm about similar projects considered relevant.
7. Proposed methods of organizing and executing the work for the Project, including critical dates and a proposed Project schedule.
8. A clear staffing plan that identifies the dedicated principal in charge, the Project manager, and all employees who work on the Project, and an organizational chart of the Project team.
9. A description of qualifications, experience, and capabilities available to complete the scope of work. The qualifications section of the proposal must include:
  - a) A description of the consulting firm, its practice, specializations, staffing, and current staff capacity, and experience working for municipal clients.
  - b) A description of the proposal team’s experience with similar projects. A list of the consulting firm’s current contractual commitments.
10. Provide a Certificate of Non-Collusion (Attachment A of this RFP).
11. Provide a Certificate of Good Standing and/or Tax Compliance from the Commonwealth of Massachusetts (Attachment B of this RFP), or a statement that this certificate has been applied for.

#### ***Price Proposal:***

In a separate, sealed envelope, the proposer must submit its lump sum fee proposal for all services required under this RFP, and a proposed schedule of compensation. “Lump sum fee” shall include the proposal team’s direct and indirect labor, overhead, profit.

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### **E. Consulting Firm Qualifications and Selection:**

Evaluation Criteria – The Town will evaluate qualifying submitted proposals based upon the following criteria, including the quality and completeness of the proposal and as otherwise provided in Section below:

1. Team's Qualifications/Experience, including any subcontractors
2. Company experience, including any subcontractors
  - a) Business background
  - b) Years in business
  - c) Years in the industry of the RFP
  - d) Organizational chart

The Towns may invite the top three (3) or more ranked firms for interviews and/or presentations. Firms selected for interviews or presentations must at a minimum emphasize their general experience and qualifications.

### **Municipal Contact**

Technical questions regarding this Request for Qualification and related issues:

Scott J. Lambiase  
Abington Town Manager  
Town of Abington  
500 Gliniewicz Way  
Abington, MA 02351  
Telephone: 781-982-2100

Email: [SLambiase@Abingtonma.gov](mailto:SLambiase@Abingtonma.gov)

### **F. Proposal Review and Selection Process; Rules for Award**

The Towns will review the non-price technical proposals for this Project. This review process will consist of two parts: a minimum evaluation criteria review, and a comparative criteria review.

#### ***Minimum Evaluation Criteria:***

All proposals received by the submission deadline will be reviewed for conformance with the following minimum evaluation criteria:

1. The Proposal is complete in that it includes all the submission requirements listed in this RFP.
2. The proposer has provided evidence of prior experience (minimum 5 years) working for local government clients in the Commonwealth of Massachusetts.

A proposal that fails to meet these minimum evaluation criteria will be disqualified from further review and will not be otherwise reviewed.

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### ***Comparative Criteria for Rating and Ranking Proposals:***

All proposals determined by the Towns to meet the minimum evaluation criteria will be rated and ranked according to the comparative criteria listed below. After an initial review of the non-price technical proposals, the Towns may decide to conduct interviews with proposers whose submissions meet the requirements for an overall (composite) “highly advantageous” or “advantageous” ranking. The comparative criteria are as follows:

1. The consultants experience conducting municipal pay and classification plans:
  - a) **Highly Advantageous:** Experience conducting 10 or more Hazard Mitigation Plan Updates
  - b) **Advantageous:** Experience conducting 5-10 Hazard Mitigation Plan Updates
  - c) **Non-advantageous:** Experience conducting less than 5 Hazard Mitigation Plan Updates
2. The commitment of senior staff to this project to insure a high-quality final product and adherence to timelines. Senior staff is defined as someone who has taken a leadership role in conducting at least 5 Hazard Mitigation Plan Updates:
  - a) **Highly Advantageous:** Commitment of at least 2 senior staff to this project.
  - b) **Advantageous:** Commitment of at least 1 senior staff to this project.
  - c) **Non-advantageous:** Commitment of no senior staff to this project.
3. The quality and comprehensiveness of the Plan of Services submitted in response to the RFP:
  - a) **Highly Advantageous:** Plan of Services presentation is outstanding in its responsiveness to the Project description and goals outlined in the RFP. Overall presentation was addressed in a very professional manner
  - b) **Advantageous:** Plan of Services presentation is very good in its responsiveness to the Project description and goals outlined in the RFP. Overall presentation was addressed in a good, professional manner.
  - c) **Non-advantageous:** Plan of Services presentation is minimally adequate in its responsiveness to the Project description and goals outlined in the RFP. Overall presentation was addressed in a minimally adequate manner

### **G. Rule for Award**

The Towns will prepare written non-price technical proposal evaluations and arrive at a composite ranking for each proposal. Once the Towns have completed the non-price technical proposal review process, they will forward the proposal rankings and supporting rationale to the Abington Town Manager (or his designee), who will open the price proposals. It shall be the Abington Town Manager (or his designee’s) responsibility to identify the overall most advantageous proposal, taking into consideration the non-price technical proposal evaluations and the proposal prices. The Towns will select the responsive and responsible Proposer submitting the most advantageous proposal, taking into consideration the proposal team’s experience, staff capacity, references, and plan of services, as well as the proposal price.

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### **H. General Information**

1. All work under this RFP must be completed no later than February 1, 2024, unless extended in writing by the Town. Work for this project shall commence on June 1, 2022.
2. All proposal, proposal response inquiries, or correspondence relating to or about this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by any proposer, including but not limited to the successful proposer shall become the property of the Town when received.
3. The successful Proposer will be considered as the “Project Manager” and will be required to assume total responsibility for the completion and delivery of the services offered in the proposal.
4. The Town will consider the Project Manager to be the sole point of contact about all contractual matters, including performance or service of consultants or subcontractors, unless otherwise stated.
5. Upon the acceptance of a Proposer’s proposal, the Town will mail an award letter, with appropriate specifics for the procurement of services. The Project Manager will be required to sign and return the letter, deemed a contract, as an acceptance of the award. If the Project Manager fails, neglects, or refuses to execute the contract within a specified number of days after receiving the award letter from the Town, the Town may at its option terminate and cancel its action in awarding the contract, and the contract with that Proposer shall become null and void and of no effect.
6. The Project Manager shall submit invoices in accordance with the compensation schedule approved by the Town.
7. If the Project Manager determines that additional expertise is needed to complete any aspect of the scope of services, the Project Manager may retain at the Project Manager’s sole expense one or more consultants or sub-contractors, subject to approval by the Town. Consultants and/or sub-contractors shall adhere to the same requirements as those required of the Project Manager.
8. The Project Manager shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, or physical or mental handicap. The Project Manager agrees to comply with all applicable Federal and State statutes, rules, and regulations prohibiting discrimination in employment including Title VII of the Civil Right Act of 1973; Massachusetts General Laws Chapter 151B Section 4 (1); and all relevant administrative orders and executive orders.
9. If a complaint or claim alleging violation by the Project Manager of such statutes, rules, or regulations is presented to the Massachusetts Commission against Discrimination (MCAD), the Consultant agrees to cooperate with MCAD in the investigation and disposition of the complaint or claim.
10. In the event of the Project Manager’s non-compliance with the provisions of this section, the Town shall impose such sanctions, as it deems appropriate, including but not limited to the following: Withholding of payments due the Project Manager until the Project Manager complies; and termination or suspension of any contract or agreement pursuant to this RFP.
11. Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay, and of the termination of the causes of such delay.
12. The Project Manager shall provide at its own expense the following minimum insurance coverages for the duration of its agreement with the Town:
  - a) Worker’s compensation and employee's liability insurance in accordance with statutory limits. An existing worker’s compensation policy must be provided in accordance with M.G.L. C. 182, § 25C prior to or upon execution of a contract.
  - b) Comprehensive general liability insurance including products completed, contractual, property, and personal injury coverage with combined single limits of \$1,000,000 for each

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occurrence and aggregate amount. Coverage must also include XCU and pollution liability coverage when applicable.

- c) Automobile liability insurance including non-owned and hired autos with the following limits:
  - d) Bodily injury: \$500,000 each person, \$500,000 each occurrence; and
  - e) Property damage: \$100,000 each occurrence.
  - f) Professional liability insurance for negligent acts, errors, or omissions of the Project Manager made in connection with the performance of services for the project, in the amount of not less than \$1,000,000. Such insurance must be maintained in force for a minimum of three (3) years following acceptance of all work by the Town.
  - g) The Town of Abington shall be named as “additional insured” on all policies except Worker's Compensation and Professional Liability insurance.
  - h) All required insurance policies shall require a thirty (30) day notice of cancellation to the Town of Abington.
13. The Project Manager shall be solely responsible for all claims of whatsoever nature arising out of the rendering of services by the Project Manager and its consultants and sub-contractors during the term of the contract, and the Project Manager and its consultants and sub-contractors shall indemnify and hold the Town harmless against the same to the extent permitted by law.

**ATTACHMENT A**

**CERTIFICATE OF NON-COLLUSION**

Pursuant to M.G.L.C. 40, §4B1/2, the undersigned certifies under penalties of perjury that this proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED REPRESENTATIVE AND TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT B**

**CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS**

Pursuant to M.G.L.C. 62C, §49A (b) and M.G.L.C. 151A, §19A, I hereby certify under the penalty of perjury that

\_\_\_\_\_, has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
SIGNATURE OF INDIVIDUAL OF CORPORATE OFFICE\*

\_\_\_\_\_  
SOCIAL SECURITY NUMBER/FEDERAL IDENTIFICATION NUMBER\*\*

\_\_\_\_\_  
CORPORATE NAME (IF APPLICABLE)

\_\_\_\_\_  
NAME AND TITLE OF CORPORATE OFFICE (IF APPLICABLE)

\* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the proposer. For all corporations, a certified copy of the authorizing vote of the Board of Director must be provided.

\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, §49A.

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SAMPLE AGREEMENT

AGREEMENT:

Made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of Two Thousand and Twenty-Two

BETWEEN

The Owner: Town Abington  
Town of Abington  
500 Gliniewicz Way  
Abington, MA 02351

And: (Vendor)

For the following Project:

**Technical Assistance with Hazard Mitigation Plan Update**

(Vendor) \_\_\_\_\_ will provide the necessary labor and materials to perform all work as outlined in the **Request for Proposals RFP-0422** (Attachment A) including (Vendor's) \_\_\_\_\_ bid submission (Attachment B).

The RFP as well as (Vendor's) \_\_\_\_\_ bid submission are hereby incorporated into this Agreement. Where there is any discrepancy, contradiction, or ambiguity between the documents, the RFP shall prevail.

COMPENSATION: \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars).

[Attachment A RFP-0422]

[Attachment B Vendors Bid Submission]

This Agreement entered into as of the day and year first written above.

Town Manager  
Town of Abington

\_\_\_\_\_

DATE: \_\_\_\_\_

Authorized Representative  
(Vendor)

\_\_\_\_\_

DATE: \_\_\_\_\_