**Request for Response (RFQ)**

**Massachusetts Emergency Management Agency**

**400 Worcester Road**

**Framingham, MA 01702**

# **BD-22-1013-RMS00-MITAG-68818**

**PO 205 RMAT Local Mitigation Update**

**Procurement Calendar Highlights**

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| --- | --- |
| **EVENT** | **DATE** |
| **Bid Release Date** | **November 23, 2021** |
| **Deadline for Submission of Questions through COMMBUYS “Bid Q&A”** | December 6, 2021 9:00 AM\* |
| **Official Answers for Bid Q&A published (Estimated)** | December 10, 2021 |
| **Deadline for Quotes/Bid Responses (“Bid Opening Date/Time” in COMMBUYS)** | **January 3, 2022 at 9:00 AM\*** |
| **Oral Presentations for Selected Bidder(s)**  Bidders will be notified individually if they are asked to provide Oral Presentations during one of the listed timeslots. | January 12-14, 2022 |
| **Notification of Apparent Successful Bidder(s) (Estimated)** | January 17, 2022 |
| **Negotiations (Estimated)** | January 24 – February 4, 2022 |
| **Estimated Contract Start Date** | February 9, 2022 |

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Contract Manager: David Mahr

Telephone #: 508.820.2017

This is a small procurement and MEMA will award to a small business if the business meets or exceeds the requirements and qualifications of the RFQ. Under the program Executive Departments must award contracts for Small Procurements (all procurements of goods and services with a total value of less than or equal to $250,000) to verified COMMBUYS-registered small business Bidders participating in the Small Business Purchasing Program (SBPP) (1) if a response is received from such an eligible small business, and (2) if their response meets the Department’s established best value criteria. For additional information and requirements about this program, please consult OSD’s Small Business Purchasing Program webpage.

1. **Description or Goal of the Procurement**

MEMA seeks a vendor(s) to assist communities with the update or develop of a FEMA approved Local Hazard Mitigation Plan (LHMP), Mitigation plans are the foundation for effective hazard mitigation. A local hazard mitigation plan is a demonstration of the community’s commitment to reduce risks from natural hazards and serves as a strategic guide for decision-makers as they prioritize and commit resources to mitigating hazards and climate change. All municipalities are required to have a FEMA approved LHMP to be eligible for FEMA’s pre- and post-disaster Hazard Mitigation Assistance grants (HMA).

MEMA has been awarded funds from multiple sources to assist local communities with the update or development of a LHMP. The intent of this program is to 100% fund up to approximately 20 local HM plan updates or new plans depending on the number of eligible communities who meet the criteria and wish to participate.

Vendor must be skilled in hazard mitigation and climate resilience planning to work with assigned communities to develop or update FEMA approved Local Hazard Mitigation Plans in accordance with 44 CFR 201.6. Vendor will provide through their proposed narratives, a project implementation plan and budget (including expenses) that clearly states the understanding on vendor capabilities and commitment to complete the objective of this contract on time and on budget. The vendor must also prove a strong track record of LHMP development and updates that have received FEMA approval with minor revisions.

1. **Applicable Procurement Law**

This project is procured and managed under OSD Statewide Contract PRF61 Management Consultants, Program Coordinators and Planners Services and all related terms and conditions, and rates unless negotiated lower.

1. **Acquisition method**

This is a fee – for – services contract based on rates established through the statewide contract and negotiated with awarded vendor.

1. **Request for single or multiple contractors**

MEMA reserves the right to select and contract with more than one firm based on need and vendor ability to commit resources. Sub-contractors may be utilized and are the sole responsibility of the awarded vendor.

1. **Use of a procurement by a single or multiple departments**

This procurement may be used only by MEMA.

1. **Anticipated duration of the contract, including renewal options**

The anticipated duration of the contract resulting from this procurement will be 18 months. All work under the contract awarded as a result of this procurement must be completed no later than June 30, 2023. This contract may be renewed up to (2) two years, if funding becomes available, under this contract or its successor contract.

1. **Anticipated expenditures and compensation structures**

Estimated value of this procurement will not exceed the maximum obligation of $ 400,000.00. The expenditure of this funding will be a function of state fiscal year availability; the number of communities engaged; the specifics of each plan (see Tier levels below for planning purposes); and the vendor rates approved by MEMA through this procurement.

MEMA has developed a rubric of costs based on population and risk complexity. Depending on need and capability, MEMA will chose communities on a tiered basis with an initial focus on communities who have environmental justice populations. Chosen vendor(s) will then be assigned to communities based on availability. Estimated vendor plan compensation structure is below. Individual plan compensation may be negotiated based on the specifics of that plan.

MEMA’s expectation is for the vendor to be able to complete each plan under the following estimations. Vendor will be reimbursed on an hourly rate approved under the contract for services provided by position. Plan updates / new plans for communities with higher risk profiles may exceed funding limits.

Estimated Allocations Plan Update/New Plan

TIER – 1: Population 0 – 15,000 $15k - $20k

TIER – 2: Population 15,001 - 50,000 $20k - $30k

TIER – 3: Population 50,001 - Above $30k+

Expenses must be made in accordance with the approved budget for this engagement and the terms and conditions of the procuring agency’s RFQ and resulting contract. Payments will be made upon the submission of invoice that are complete and that include appropriate documentation in accordance with the terms of the service scope and governing contract.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

MEMA does not guarantee any work resulting from this RFQ. Purchase order budgets during the period of this contract are subject to a selected Bidder’s response, performance selected, final scope negotiation, and, if fully executed at the discretion of MEMA, any amendments.

MEMA will pay only for work described and approved within a fully executed purchase order or amendment thereto. MEMA will not pay invoices for work completed based on verbal requests, completed prior to the execution of a contract or amendment, or completed any time after the latest contract/PO end date.

Note: The value of any PO issued as a result of this contract will be the maximum obligation for that particular engagement. Prompt Payment Discounts will reduce that total. Total vendor billings may not exceed the maximum obligation amount.

Invoicing:

All bills/invoices must minimally include:

* PO Number assigned by MEMA
* Assignment name.
* Hours billed/invoiced and Statewide Contract hourly rate or portion of project billed.
* Hourly rate: Identify account manager or other vendor agent and applicable hourly rate.
* Supporting documents must accompany billing/invoicing received by an engaging entity.
* Totals should be reviewed for correctness by engaging entity prior to approval.
* Total billed/invoiced must meet the Commonwealth’s requirements if audited

1. **Performance and Contract Specifications**

The vendor, in coordination with the Town/City will develop a hazard mitigation plan or update that will meet 44 CFR §201.6. The vendor will also provide documentation for the entire process used to develop or update the LHMP, the planning process will include, but not be limited to, the following actions and elements:

**Task 1. Once a vendor has been assigned to a community(ies), the community and vendor will:**

1. Hold a kick off meeting with MEMA
2. Execute an agreement

**Task 2. Convene a local Hazard Mitigation Planning Committee**

Members should include a cross-section of the community, such as government officials, community leaders, business owners and residents. This team will serve as a liaison to the vendor and assist in the planning process by providing access to relevant local data, facilitating community input on plan recommendations and priorities, reviewing draft products, and assisting with outreach to community stakeholders. With the vendor’s facilitation and technical assistance, the Town/City Hazard Mitigation Planning Team will:

1. Develop a mission statement
2. Assign roles and responsibilities
3. Develop a specific timeline for planning activities
4. Hold a minimum of two community public meetings during the planning process, one during the production of the plan, and one during the review of the draft plan,
5. Solicit input from key stakeholders in the community, including business associations, local or regional institutions, local NGO’s, environmental justice populations and residents.
6. Conduct local outreach to stakeholders (including environmental justice populations) through postings on the municipal web site, outreach to local print and/or online press, and use of local access cable TV where available or similar methods. Outreach to neighboring communities will also be conducted.
7. Provide input regarding the feasibility and prioritization of mitigation measures
8. Review the draft plan and its goals and proposed mitigation projects
9. Oversee the implementation, maintenance and updating of the plan

**Task 3. Create or update Hazard Profiles for each Hazard that impacts the community:**

Using the best available existing data, including MA environmental justice population data, the vendor will create or update (as needed) a map of areas affected by multiple natural hazards for the Town/City. A set of hazard maps will be included within the Hazard Mitigation plan, and GIS files will be made available to the Town/City for integration with their other community plans. These maps will be the basis for the communities known hazards. The hazard identification will include an assessment of the community’s risks that summarizes the vulnerability of each hazard based on the location, extent, probability, and severity of the hazards. A vulnerability analysis will be conducted or updated; the vendor may consider using FEMA’s HAZUS-MH, as well as a GIS map analysis to delineate those critical facilities and populations (as appropriate) that are located within mapped hazard areas.

Facilitated by the vendor the Town/City will develop a description and prioritization of the natural hazards that have occurred within the community.

**Task 4. Facility Inventory:**

The vendor, will prepare or update an inventory of facilities and explain how these facilities intersect with the known hazards for the community. This task will be based on strong input from the Planning Committee and community and the best available state and local information. These data may be used to develop updated GIS maps of the following items:

* Critical facilities, including the following if they exist in the community:
* Emergency operations centers
* City or town offices
* Water and wastewater treatment plants
* Sewage pumping stations
* Police or fire stations
* Schools
* Hospitals
* Day-care facilities
* Public works garages
* Nursing homes/elderly housing
* Emergency shelters
* Economic Drivers:
* Large Business
* Large Employers
* All repetitive flood loss structures and structures which have incurred substantial damage, if they exist, as defined by FEMA. These buildings(s) must be analyzed by type, number, and general location as it relates to the known hazard areas. The addresses and associated data will be provided upon request to the community 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 how it intersects with known hazards.

Anticipated future land use areas and how they intersect with known hazards.

**Task 5: Vulnerability:**

Based on the previous information, the vendor in coordination with the Town/City will develop or update an overview of each of the specific hazards and the community’s vulnerability to those specific hazards. This vulnerability assessment, if possible, will include:

* Problem Statements: These will summarize the biggest issues for the community in terms of: types and numbers of buildings, infrastructure, and critical facilities located in the hazard areas.
* All existing multiple hazard protection measures within the community, including protective measures under the National Flood Insurance Program (NFIP)
* A description of each measure, the method of enforcement, and/or the point of contact responsible for implementation of each measure
* Historical performance of each measure and a description of improvements or changes needed
* General description of land uses and development trends to incorporate future land use decisions

**Task 6. Mitigation Goals:**

The vendor in coordination with the Town/City will develop or update mitigation strategies specific to each community’s exposure to and impacts from identified natural hazards. The strategy will include:

* A list of mitigation goal statements that focus on reducing the risks from the identified natural hazards. The goal development and project prioritization will be conducted by the Hazard Mitigation Planning Team. An example of a goal statement and an objective would be:
* GOAL: Increase coordination between Federal, state, municipal, and private resources in pre-disaster planning, post-disaster recovery, and continuous hazard mitigation implementation.
* OBJECTIVE: Identify the availability of additional private and public sector financial incentives for homeowners, businesses and municipalities that will allow the development and implementation of cost-effective hazard mitigation measures in high-risk areas.

**Task 7. Actions:**

The vendor, in coordination with the Town/City will develop or update a section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. This section will include a list of prioritized hazard mitigation projects that best meet the communities’ needs for multiple hazard damage reduction including a description on how the community will prioritize actions that benefit environmental justice populations:

* These projects may be non-structural (e.g. planning, regulatory measures, property acquisition, retrofitting, and elevation) or structural (e.g. seawalls, dams, dikes) solutions.
* At a minimum, this list of prioritized projects will be based on a process that results in identification of cost-effective hazard mitigation projects with public input, including:
* An analysis of proposed mitigation projects focused on several key areas, including but not limited to: economic (including benefits and costs), engineering, technical, legal, environmental, social, and political feasibility. Selected options will best fit the community’s needs and meet most or all aspects of the feasibility analysis.
* Coordination with relevant Federal and state agencies for input and technical assistance.
* *An example of ACTION: Work with the Building Department and Fire Department to waive permit fees for mechanical elevations in the business along the mill river.*

**Task 8. Maintenance:**

* The vendor, in coordination with the Town/City will review and revise the maintenance section as appropriate.
* The Town/City in conjunction with the Planning Committee will monitor, evaluate and update the plan.
* The Planning Committee will assist the Town/City in the implementation and incorporation of the plan’s goals into other local planning processes, such as a Comprehensive Plan, or other local by-laws and ordinances.
* The completed plan will include an implementation schedule with procedures for ensuring the plan’s implementation, updating and revision every five years.

**Task 9. Public Review of Draft:**

* The Planning Team will work with the community for continued public involvement to include public review of the draft plan.

**Task 10. Review and Approval:**

* The vendor in conjunction with the Town/City will submit the plan to MEMA for state and FEMA review; assisted by the vendor, revise based on MEMA/FEMA comments; submit revised plan for approval pending adoption.
* When APA is received, the plan will be brought before the City Council or Board of Selectmen in the community for formal adoption
* Send the final adopted plan (with signed adoption resolution) to MEMA/FEMA, Receive approval by FEMA

1. **Instructions for submission of responses**

Vendors responding to this RFQ must provide the following:

1. Proposal narrative – describe vendor understanding of the project (goals, assumptions, limitations, variability) connecting to how vendor is positioned to provide services required. Narrative should include service delivery model, client supports, communication tools, quality reviews, in-project assessments, number of plans you can complete in the timeframe and other elements that will give MEMA a clear picture of the overall service, experience and capability the vendor can provide. In addition, describe how you will assist the communities to involve the E.J. populations in the planning process as well how you will help them develop a process to prioritize mitigation actions that will benefit the E.J. populations.
2. Project Implementation Plan addressing each of the tasks 2-10 above, including a plan for outreach to EJ populations and how their input will be centered in the process and resulting plan. Proposal Project Implementation Plans shall be considered a first draft. If selected for award, a Finalized Plan must be developed as part of the executed project contract. Must include:
   1. Staffing and associated rates that will be firm throughout the projects
   2. Overall timeline and specific project milestone dates and deliverables for a plan update as well as a new plan development process.
   3. Assumptions and Risks made regarding accomplishing the Project and associated mitigation measures to ensure full completion of project on time and on budget.
3. Qualifications of firm to complete project to include
   1. Project Management history and results
   2. Staff qualifications and experience
   3. Local Hazard Mitigation and Climate Resilience Planning experience
   4. Experience with community engagement, particularly with EJ populations
   5. Ability to manage multiple (2 or more) updates and/or new plan development at the same time.
   6. Successfully gaining FEMA approval with minor revisions for previous local HM planning projects
   7. Contact information for three (3) references that can speak to vendor’s past experience and outcomes with similar projects
4. Project Budget
   1. Rates for each proposed position assigned to project
   2. Expenses for project and personnel
      1. **Note**: MEMA will pay only for actual expenses incurred within the Maximum Obligation Ceiling of the contract. Vendor expenses must be supported by actual receipts and are subject to Commonwealth per diem rates.
   3. Budget estimate for each project deliverable as listed in Section 8 above inclusive of all costs necessary to finalize all deliverables.
5. **Evaluation Criteria**
6. Proposal Narrative – Bids will be evaluated on the extent to which the narrative demonstrates a clear understanding of MEMA’s needs and the degree to which the narrative establishes the vendor’s capabilities to meet MEMA’s needs. (25 Points)
7. Project Implementation Plan – Bids will be evaluated on the level of completeness and detail provided in the submitted Project Implementation Plan. Combined with the Narrative and Qualifications, the plan will bear out the vendor’s ability to conduct all elements of the project efficiently and effectively to ensure maximum value of the results and maximized value of MEMA’s investment. (30 Points)
8. Qualifications of firm – Bids will be evaluated on the extent to which the firm, proposed staff, experience, and references match and exemplify the qualities required to complete the project. (25 Points)
9. Budget – Points will be awarded based on the value of the hourly rates proposed and the total cost of the project as detailed in item 4c of Section 9. (20 Points)
10. **Deadline for Responses Procurement Calendar**

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| --- | --- |
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Times are Eastern Standard/Daylight Savings (US), as displayed on the COMMBUYS system clock displayed to Bidders after logging in. If there is a conflict between the dates in this Procurement Calendar and dates in the Bid’s Header, the dates in the Bid’s Header on COMMBUYS shall prevail. Bidders are responsible for checking the Bid record, including Bid Q&A, on COMMBUYS for Procurement Calendar updates.

**\*Bid Q&A:**

The “Bid Q&A” provides the opportunity for Bidders to ask written questions and receive written answers from the SST regarding this Bid. All Bidders’ questions must be submitted through the Bid Q&A found on COMMBUYS (see below for instructions). Questions may be asked only prior to the Deadline for Submission of Questions stated in the Estimated Procurement Calendar. The issuing department reserves the right not to respond to questions submitted after this date. It is the Bidder’s responsibility to verify receipt of questions.

Please note that any questions submitted to the SST using any other medium (including those that are sent by mail, fax, email or voicemail, etc.) will not be answered. To reduce the number of redundant or duplicate questions, Bidders are asked to review all questions previously submitted to determine whether the Bidder’s question has already been posted.

Bidders are responsible for entering content suitable for public viewing, since all of the questions are accessible to the public. Bidders must not include any information that could be considered personal, security sensitive, inflammatory, incorrect, collusory, or otherwise objectionable, including information about the Bidder’s company or other companies. The SST reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the Commonwealth or this Bid.

**All answers are final when posted. Any subsequent revisions to previously provided answers will be dated.**

It is the responsibility of the prospective Bidder and awarded Contractor to maintain an active registration in COMMBUYS and to keep current the email address of the Bidder’s contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the Purchasing Department, including requests for clarification. The Purchasing Department and the Commonwealth assume no responsibility if a prospective Bidder’s/awarded Contractor’s designated email address is not current, or if technical problems, including those with the prospective Bidder’s/awarded Contractor’s computer, network or internet service provider (ISP) cause email communications sent to/from the prospective Bidder/Awarded contractor and the Purchasing Department to be lost or rejected by any means including email or spam filtering.

**Written Responses to Questions will be released on or about the “Official Answers for Bid Q&A” date indicated in the Estimated Procurement Calendar (above) and will be posted on the Bid Q&A Tab for this Bid in COMMBUYS.**

**\*\* Bid Amendment:**

MEMA reserves the right to make amendments to the Bid after initial publication. It is each Bidder’s responsibility to check COMMBUYS for any amendments, addenda or modifications to this Bid, and any Bid Q&A records related to this Bid. MEMA and the Commonwealth accept no responsibility and will provide no accommodation to Bidders who submit a Quote based on an out-of-date Bid or on information received from a source other than COMMBUYS.

**\*\*\*Conditional Award:**

After the SST has selected and received approval to move forward with a vendor, the Procurement Unit will issue a Conditional Award Letter. This letter will inform the vendor that they have been selected for the project, pending the completion of a contract Scope and Budget. The Scope would include the work plan, schedule, deliverables, staffing, or other key project requirements. It would also take into account MEMA requirements such as budget and start/end dates that would be defined in the Conditional Award Letter. MEMA will allow for a minimum of two weeks for the selected vendor and MEMA to finalize the contract Scope and Budget before formally executing a contract to start the project.

RFQ