



CITY OF CENTRAL FALLS & CITY OF PAWTUCKET

REQUEST FOR PROPOSALS FOR MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE BID# 2023-0006

SPECIFICATIONS AND INSTRUCTIONS

Issue Date: February 24, 2023

The submission deadline for responses is 12:00 p.m. on March 17, 2023

CITY OF CENTRAL FALLS, RHODE ISLAND & CITY OF PAWTUCKET, RHODE ISLAND

REQUEST FOR PROPOSALS FOR MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE

BID# 2023-0006

Purpose

The City of Central Falls, in partnership with the City of Pawtucket, is seeking proposals from qualified consulting firms to produce the required update to the Cities' Multi-Jurisdictional Hazard Mitigation Plan.

Project Description

LOCAL HAZARD MITIGATION PLAN UPDATE

The "Cities of Pawtucket and Central Falls Multi-Jurisdictional Hazard Mitigation Plan" will expire on October 21, 2023, and must be updated in accordance with the Federal Emergency Management Agency (FEMA) guidelines.

1. Scope of Work

A qualified consultant will be selected to guide the Cities through the planning process and produce an updated hazard mitigation plan that will meet FEMA requirements. In order to successfully complete this scope of work, the consultant will:

- a) Review and gain an in-depth understanding of the current plan;
- **b)** Review information provided by the Cities, including the "Mitigation Action Tracker" created for the 2018 Plan, to assess the Cities' efforts towards implementation of the 2018 Plan;
- c) Meet (remotely or in-person) with Mayors, EMA Director, and Directors and/or designated staff from other appropriate departments to discuss plan updates; provide a briefing on the requirements for the plan update, including all pertinent FEMA Guidelines that have gone into effect since approval of the 2018 Plan;
- d) In cooperation with the Local Planning Team (Department Directors and/or designated staff, other stakeholders), develop a work plan and timeline for completing the plan update; identify tasks that can be completed by staff (e.g., Pawtucket has advanced GIS capabilities);
- e) In cooperation with the Local Planning Team (Department Directors and/or designated staff, other stakeholders), identify any conditions that have changed in the past five years and additional issues to be included in the plan update;
- f) In cooperation with the Pawtucket and Central Falls planning departments, obtain data required for the plan update;
- g) Coordinate public participation element including public meetings as required;
- h) Draft plan in accordance with FEMA and RIEMA guidelines;
- i) Deliver draft plan to Pawtucket/Central Falls planning departments for review;

- j) Incorporate recommended changes and deliver revised plan to RIEMA and FEMA for review;
- **k)** Incorporate recommended changes and deliver the final plan to the Cities of Central Falls and Pawtucket for submission to FEMA for approval by September 30, 2023.

2. Instructions

Respondents to this solicitation must submit three (3) hard copies of their project response, and a digital copy on a USB drive, in a sealed envelope no later than 12:00 p.m., Friday, March 17, 2023, at the office of the Purchasing Agent, 1st Floor, City Hall, 580 Broad Street, Central Falls, Rhode Island. This bid will be publicly opened and read at a later date once it is scheduled with the Purchasing Board. An official authorized to bind the Respondent to the provisions of its response must sign the Response Form. A selection committee with representatives from Emergency Management, Central Falls Planning, and Pawtucket Planning will review all responses and reserves the right to accept or reject any and all responses. The Committee will submit its recommendation to the City of Central Falls Purchasing Board.

Response must be submitted in a sealed envelope and addressed to:

Jahaira Rodriguez Purchasing Agent City of Central Falls 580 Broad Street Central Falls, RI 02863

The lower left corner of envelope must contain the following identification: SEALED RESPONSE, FOR PLAN UPDATE – MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN, Bid # 2023-0006.

NO RESPONSES WILL BE ACCEPTED AFTER 12:00 P.M.

It is the responsibility of bidder to check the Central Falls purchasing webpage for any addendums: (https://www.centralfallsri.gov/rfps).

- 3. <u>Proposal Content</u>. Proposer must describe in detail how they will meet the requirements of this RFP and carry out the responsibilities outlined in the Scope of Work. The following elements must be included in responses to the solicitation. Please provide responses in the order presented below.
 - a) Background and Qualifications. Each Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract for no less than three (3) years. Proposer must provide a company profile that includes the following information. If the work is to be performed by a team of consulting firms, please provide information for each firm.
 - 1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
 - 2. Location of the company offices.
 - 3. Number of employees both locally and nationally.
 - 4. Location(s) from which employees will be assigned.
 - 5. Name, address, and telephone number of the Proposer's point of contact for a contract

- resulting from this RFP.
- 6. Company background/history, the types of services provided, and why Proposer is qualified to provide the services described in this RFP.
- 7. Length of time Proposer has been providing the types of services described in this RFP. Please provide a brief description, including a description of experience working in multiracial and multi-lingual communities and experience conducting remote meetings.
- 8. If the work is to be performed by a team of consulting firms, please describe how the firms have collaborated to deliver services similar to those being sought through this RFP.
- 9. Resumes for key staff to be responsible for performance of any contract resulting from this RFP, and a brief description of the role(s) to be performed by each.
- b) Project Experience and References. It is the intention of the City of Central Falls to award a contract to a Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience and ability to enable the Proposer to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To this end, each Proposal shall be supported by a statement of the Proposer's relevant experience, which shall include:
 - 1. A listing of all Emergency Management planning projects your firm(s) conducted during the past five years.
 - 2. Descriptions of the work your firm(s) completed to deliver similar services for three (3) projects for a municipal or other governmental unit within the last five years. Descriptions shall include the name of the entity for which the Proposer performed the work, the beginning and end dates of each project, and the contract amount.
 - 3. A minimum of three (3) references from similar projects performed for any local government clients within the last five years. Information provided shall include:
 - a. Client/Business name
 - b. Project description
 - c. Project dates (starting and ending)
 - d. Client/Business project manager name and telephone number
 - 4. A complete listing of all projects currently under contract and the estimated completion date for each project.
- c) Project Description and Proposed Timeline. A description of the Respondent's proposed approach to completing the project, including a timeline that will include completion of the Hazard Mitigation Plan Update by September 30, 2023.
- **d)** Cost Proposal. Provide an overall cost to complete the project, supported by the following details:
 - 1. Proposed hourly rates for each person/position who will contribute to the project.
 - 2. Proposed number of hours by each person/position to complete the project.
 - 3. Proposed cost of materials required for the project.
 - 4. Travel costs for field research, meetings, presentations, etc. (Note that some meetings may be conducted remotely. The Proposer's Project Description should indicate which elements of the work will be conducted in-person and which will be conducted remotely.)
- e) Disclosure Statement. Proposer must include in their proposal a complete disclosure of any

alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provisionwill disqualify any proposal. The City of Central Falls reserves the right to reject any proposal based upon the Proposer's prior history with the City of Central Falls, the City of Pawtucket, or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

- f) Response Form. The response form must be included, filled out completely, and signed by the Respondent.
- 4. <u>Public Records.</u> Rhode Island law provides that municipal records shall be open for personal inspection by any person. Information and materials received by the City of Central Falls in connection with an RFP response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after proposal opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City of Central Falls will treat all materials received as public records.
- **5.** <u>Selection Criteria</u>. Proposals in response to this RFP will be reviewed and ranked using the criteria listed below and the top ranked respondents will be interviewed prior to making a selection.
 - a. The respondent's background and relevant work experience as related to the scope of work.
 - b. The qualifications and suitability of experience of any personnel that will be assigned to tasks outlined in the scope of work.
 - c. Quality of the response to the RFP in demonstrating a clear understanding of the scope of work and goals for the project and effectiveness in working in multi-racial and multi-lingual communities.
 - d. Quality of the proposed work plan and schedule for completing the plan update within the prescribed timeframe.
 - e. Demonstration of proven ability to complete required tasks in a timely, cost-effective manner and responsiveness to client's needs by providing references from current and prior clients for similar projects.
 - f. Quality of interview with the selection committee.
 - g. Cost proposal.
- 6. Addenda and Interpretations. No interpretation on the meaning of this RFP will be made to any Respondent orally. All questions regarding this RFP must be submitted in writing to the Central Falls Human Resources Department no later than 12:00 p.m. on Wednesday, March 8, 2023. Questions received after that time will not be addressed. Questions should be emailed to aurena@centralfallsri.us. All submitted questions and the written response to each will be available as an addendum that will be posted to the City of Central Falls website (https://www.centralfallsri.gov/rfps) on or before 12:00 p.m. on Friday, March 10, 2023. Potential proposers are responsible for accessing the addendum on the website or by contacting the Central Falls Human Resources Department at aurena@centralfallsri.us to request a copy of the addendum. Proposers must acknowledge receipt of all addenda on the proposal response form which will be

submitted with the proposal package.

7. Rhode Island Sales Tax.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended.

8. <u>Federal Excise Taxes</u>.

The City is exempt from the payment of any excise tax or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

9. Qualifications of Respondents.

The City may make such investigations as it deems necessary to determine the ability of the Respondent to perform the work. The Respondent shall furnish the City with all such information and date for the purpose as may be requested. The City reserves the right to award on the basis of cost alone, accept or reject any or all bids, and to act in its best interest including, but not limited to, directly negotiating with any consultant who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The City may, at its sole option, elect to require presentation(s) by bidders clearly in consideration for award. The City also reserves the right to waive any formalities.

10. Indemnification and Hold Harmless.

The Respondent shall protect, defend, and indemnify the City, including its officers, agents and employees, and hold them free and harmless from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with, the performance of the work under any contract made as part of this solicitation. It shall apply to any acts or omissions of Respondent's agents, employees, subcontractors or suppliers. The Respondent also shall hold the City harmless from any and all claims or liens for labor, services, or materials furnished to the Respondent in connection with the performance of the Respondent's obligation under any contract between the Respondent and City. This section shall not be applicable to injury, death or damage to property arising from the sole negligence or sole willful misconduct of the City, its officers, agents or employees.

11. Property lost, damaged or destroyed.

Any property or work to be provided by Respondent will remain at the Respondent's risk until written acceptance by the City and the Respondent will replace, at Respondent's expense, all property or work lost, damaged or destroyed by any cause whatsoever.

12. Evidence of Insurance.

A policy of auto, general liability and property damage insurance shall be attached hereto, covering any and all work performed under a contract between the City and Respondent, naming the City as an additional insured shall be made part of any contract between the City and Respondent in an amount of not less than \$1,000,000 for projects in excess of \$500,000. A policy of professional liability or errors and omissions insurance covering any and all work performed under any contract between the City and Respondent naming said Respondent shall be attached hereto. A copy of workers compensation insurance policy shall be attached, if required by Rhode Island law for this response and covering all

work to be performed under any contract between the City and Respondent naming the Respondent as insured shall be attached hereto. The City, upon award of response, will request verification from the insurance company to ensure that the agent has properly notified the company and that coverage has been bound.

13. MBE/WBE Goals.

The Respondent shall include a plan for meeting the goal that a minimum of 25% of the value of the response will be completed by certified Minority Business Enterprises (MBE) and/or Women Business Enterprises (WBE).

14. General Conditions, Terms and Limitations.

The issuance of this solicitation, the submission of a response by any Respondent, or acceptance of such response by the City do not individually or collectively obligate the City in any manner. The City reserves the right (1) to amend, modify, or withdraw this solicitation, (2) to revise any requirements of the solicitation, (3) to require supplemental statements or information from any Respondent, (4) to accept or reject any or all responses, (5) to extend the deadline for submission of responses, (6) to negotiate or hold discussions with any Respondent and to waive defects and allow corrections of deficient responses, and (7) to cancel this solicitation, in whole or in part, if the City deems it in their best interest to do so. The City may exercise these rights at any time without notice and without liability to any Respondent for their expenses incurred in the preparation of the responses. The City does not assume any liability for any pre-contractual activity and/or costs incurred by the Respondents to this solicitation and reserves all its rights in law and equity with respect to this solicitation.

All submissions become the property of the City. The City shall be entitled to retain and use for the project without compensation to any Respondent any information submitted, including, but not limited to, any concept, element, or idea (including financial structures) disclosed in or evident in the submission or meetings or interviews with Respondents. The City believes the information in this solicitation is accurate, but the City makes no warranties to such accuracy and assumes no responsibility for errors or omissions contained herein.

The City shall be the sole decision maker of whether a response complies with the requirements of the solicitation and whether responses have merit. Nothing contained in this solicitation shall limit the City in its selection of entities to be invited to respond to future solicitations for this project or future projects, nor limit the City's discretion in any way in making streetscape improvements. Submission of a response to this solicitation by any Respondent constitutes Respondent's permission and consent to inquiries by the City concerning the Respondent and its ability to undertake the project, including checking references, credit checks, and similar investigations.

It is the policy of the City to comply with all municipal and state laws, policies, orders, rules and regulations, which prohibit unlawful discrimination.

Hazard Mitigation Plan Update Response Form

| TO: THE CITY OF CENTRAL FALLS |
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| From: |
| The signature below certifies that the undersigned is authorized to submit this proposal on behalf of the Respondent and to bind the Respondent to the provisions of its response. Further, the signature certifies that |
| • The undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of a response to this bid. |
| • If selected to perform the work, the undersigned will act in good faith to complete projects as part of this effort in an expeditious manner. |
| The undersigned acknowledges that they have read any Addendums that may have been issued following the initial posting of this RFP. Specifically, the Respondent acknowledges reading the following Addendum(s): |
| Name of Proposer (Person, Firm, or Corporation) |
| Signature of Proposer's Authorized Representative |
| Name & Title of Authorized Representative |
| Date of Signing |