

Invitation for Bids¹

Town of Coventry, Rhode Island

Department:	Coventry Emergency Management Agency c/o Police Department
Description:	"Hazard Mitigation Plan Update"

Bid Closure & Bid Opening

Sealed Bid Responses² to this IFB shall be received until 10:00 a.m. on May 31, 2024 by the Town Clerk's Office located within the Coventry Town Hall at 1670 Flat River Road, Coventry, RI 02816. The forgoing date and time shall mean and is the "Bid Closure", which sets the hard deadline for the submission of all Bid Response documents.

Generally, the normal business hours for the Town of Coventry (hereinafter "Town") are Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m. and Town offices are closed on legal holidays recognized by the Town. Please consult the Town's calendar on its website (<u>www.coventryri.gov</u>) for current information.

Bids shall be opened publicly and read aloud in the Town Council Chambers located at the aforementioned address on May 31, 2024 at 2:00 p.m. Each bid, together with the name of the bidder, shall be recorded and an abstract of each bid made available for public inspection. Subsequent to the awarding of the bid, all documents will be retained in accord with state law concerning public record retention (R.I. Gen. Laws §§ 38-1-1 et seq. and 42-8.1-1 et seq.) as well as all regulations promulgated by the Rhode Island Department of State (www.ri.sos.gov).

Any bid received after the Bid Closure will not be accepted and will be returned to the bidder unopened. It is the bidder's responsibility to ensure that its Bid Response is received in a timely manner in the Town Clerk's prior to Bid Closure.

¹ Invitation for Bid may be hereinafter referred to as "IFB."

² "Bid Response" documents or "Bid Responses" shall mean and include the "Bid Response Package", which is published by the Town of Coventry as part of this IFB, <u>and</u> shall include any supporting documentation prescribed herein or by law, and which may be necessary, ancillary and/or corollary to the bidder's response being complete and responsive to this IFB.

INSTRUCTIONS TO BIDDERS³

This IFB and Bid Response form may be obtained in person at the Town Clerk's during normal business hours or online at <u>https://coventryri.gov</u> as of May 3, 2024.

1. Bid Responses

- A bidder's Bid Response to this IFB must include: (1) IFB Response Bid Form; (2) Vendor Responsibility Form with attachments provided by the vendor; (3) Equal Opportunity Employer Statement and Certification; (4) Non-Collusion Statement; (5) any and all supporting documents, as may be specified or required herein, submitted by the bidder to supplement the Bid Response; and (6) any and all documentation required by Coventry Code of Ordinances Chapter 56 § 11. The foregoing documentation shall constitute the bidder's entire, sealed, competitive bid proposal to the Town to provide the service(s) and/or good(s) requested by the Town in this IFB.
- 2. All Bid Responses must be provided in person (in hard copy and as otherwise specified herein) and in the Office of the Town Clerk. All Bid Responses must be in ink and have the original "wet" signature of the bidder or its duly authorized agent on all documents and forms requiring a signature. Under no circumstance will Bid Responses be accepted by any digital or electronic means, including but not limited to telephone, fax, or email.
- 3. Bid Responses shall be submitted in a sealed envelope large enough to accommodate all Bid Response documents and it shall be clearly marked **"Hazard Mitigation Plan Update"** on the exterior of the envelope.
- 4. Bid Response documents shall include: an original Bid Response Package, plus three (3) copies; all other Bid Response documents (x3) as may be attached thereto or enclosed therewith; and a "portable document format" a/k/a PDF of all documents, on a USB flash drive (x1).
- 5. All Bid Responses will be accepted and reviewed by the Town in accord with all IFB Instructions, General Conditions, and any other specifications stated herein or attached hereto by the Town. Any departure from, exceptions to, or modifications of this IFB by a bidder must be noted by the bidder and fully explained, in its Bid Response.
- 6. Any communication of any kind and in any manner or medium with the Town that is not a Bid Response to this IFB should be marked, labeled, designated or entitled "NOT a Bid Response" or "NOT a Bid" written on the envelope.

³ The terms "Bidder" and "Vendor" as may be used in this IFB and the Response Package are used interchangeably. The use of the term "Vendor" does not imply and is not intended to mean that a contractual or quasi-contractual vendor relationship exists between any Bidder and the Town.

- 7. Bid Responses shall contain all necessary mathematical computations and figures. In addition, any prices and/or pricing set forth in the Bid Response should be stated in words and in numbers. The Town reserves its right to reject any Response to this IFB on the basis that pricing is not so stated or any Response in which there is a lack of agreement or congruity between the pricing as stated in words and the pricing set forth in numbers.
- 8. A bidder must itemize the pricing of each aspect of in the Bid Response, where applicable and whenever possible. In addition, the pricing and financial aspects of a Bid Response MUST be totaled, when and where applicable, by sub-total and by overall total amount. The Town reserves its right to make an award the basis of total proposed amount of an Bid Response or by individually priced items in an Bid Response.
- 9. Each Bid Response shall, for individuals, state the full name and place of residence; and the names of persons or firms with whom the bidder is submitting a joint proposal. All bids made by a legally cognizable entity (i.e., LLCs, corporations, partnerships etc...) shall disclose the names and addresses of senior managers, shareholders, principals and anyone else holding an ownership interest in the entity and state/commonwealth of business formation.

2. Bidder and Bid Qualifications; Bid Evaluation

Bidders and bid qualifications are evaluated by the Town in accord with R.I. Gen. Laws § 45-55-5(b), Coventry Home Rule Charter Art. X § 10.23, and the Coventry Code of Ordinances Chapter 56 § 11. The bid award is based on the *lowest qualified evaluated bid*.

The Town reserves its right to conduct due diligence as it deems necessary to assess the bidder's performance capability, capacity, qualifications and any other criteria required by the IFB to provide the service(s) and/or good(s) requested in the IFB. At the Town's request, bidders shall furnish and any and all additional information and data as may be requested by the Town for its due diligence.

3. Required Attachments to the Bid Response

Each Bid Response shall include the following:

- a. IFB Bid Response Bid Form;
- b. Vendor Responsibility form;
- c. Equal Opportunity Employer form;
- d. Non-Collusion Statement;
- e. Vendor's proposed form of contract;
- f. Any other information that may be required due to the nature of the good(s) and/or service(s) to be provided; any information by the IFB specifications herein; and
- g. Any and all information required by the Coventry Code of Ordinances Chapter 56 § 11.

4. Acceptance or Rejection of Bids; Town's Reservation of Rights

The Town will accept or reject bids no later than ninety (90) days following the date on which bids are opened. The Town reserves the right to reject or accept any or all bids or a portion thereof where such acceptance or rejection would, in the Town's sole discretion, be in the best interest of the Town, and further reserves the right to reduce or modify the scope of the procurement/purchase of goods and/or services in order to meet funding limits, budget and scheduling constraints.

6. IFB Terms, Specifications and Questions

Bidders must examine the IFB carefully as to the specification of service(s) and/or good(s) the Town is requesting. In case doubt shall arise as to the meaning or intent of anything shown in the specifications, an inquiry shall be made in writing to the Town before the bid is submitted. The submission of a Bid Response shall indicate that the bidder thoroughly understands the terms of the IFB and specifications.

If a bidder has questions, requires additional information, or requires some clarification regarding the IFB, please contact (in writing ONLY via email) the following person at the Town no later than May 20, 2024 at 4:30 p.m.:

Chief Frederick Heise, Coventry Police Department (<u>fheise@coventrypd.org</u>)

5. Addenda – Individual and other Bidders

Any bidder specific due diligence is addenda that the bidder shall include as a necessary part of the bidder's Bid Response. Any addenda, including response(s) to bidders' questions, issued after the request for bids are distributed shall be covered in the Bid Response.

GENERAL CONDITIONS

1. <u>Reservations</u>

- a. Along with this IFB the Town has also published a Bid Response Package specific to this IFB. The Town **requires** that all responses to this IFB submit the Bid Response Package document with attachments, if necessary. The four (4) pages of the Bid Response Package may NOT be altered in any way.
- b. The Town may waive minor differences in specifications provided these differences do not violate the intent of the IFB or materially affect the deliverables sought by the Town.
- c. Bids which show omission, irregularity, alteration of forms, or additions not called for, and conditional or unconditional, unresponsive bids or bids obviously unbalanced may be rejected.

Page 4 of 15

- d. The Town reserves the right to award contracts on a lump sum or an individual item basis or such combination thereof as the best interests of the Town may require.
- e. If in the Town's judgment, the Town's best interest will be served by doing so, the Town reserves the right to reject any and/or all bids; to accept a portion of a bid or bids only; to advertise for new bids; to proceed to do the work otherwise; or to abandon the work.
- f. If a Bid Response is made in collusion with any other bidder, then both bids will be rejected.
- g. A responder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with General Laws of the State of Rhode Island.
- h. In determining the lowest qualified evaluated bid, cash discounts for payments less than thirty (30) days will not be considered.
- i. The Town reserves the right to award to one bidder, or to split the award among bidders.
- j. All bids will be disclosed at the formal proposal opening. After a reasonable lapse of time, tabulation of proposals may be seen on the Town's website (<u>www.coventryri.gov</u>)
- k. As the Town is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
- 1. In case of error in the extension of prices quoted, the unit price will be considered.
- m. A vendor will not be permitted to either assign or underlet the contract, nor assign legally or equitably any money hereunder, or its claim thereto without the previous written consent of the Town Manager.
- n. Delivery dates must be shown on the bid proposal. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
- o. A certificate of insurance (hereinafter "COI") shall be required of a successful bidder within ten (10) calendar days of the contract award and shall be provided to the Town. The "Town of Coventry" shall be an *additionally named insured* in the title holder box of the COI. The Town reserves that right to change the scope of coverage by type and limit of liability.
- p. Bid proposals may be submitted on an "equal" in quality basis. The Town reserves the right to decide equality. Responders must indicate brand or make offered, and submit detailed specifications if other than the specified brand is requested.
- q. For contracts involving construction, alteration and/or repair work, the provisions of R.I. General Law § 37-13-1 et seq., concerning payment of prevailing wage rates apply.
- r. No goods should be delivered, services provided or work commenced without Notice from

Page 5 of 15

the Town and a contract has been signed by the Town and vendor.

2. Disputes

In cases of disputes as to whether a good, service or work quoted or delivered meets the IFB specifications, the decision of the Town shall be final and binding on both parties.

3. Failure to Deliver

In the event the vendor fails to deliver, provide and/or perform the goods, services or work pursuant to the terms of the contract, the Town shall have the right to purchase and procure on the open market such goods, services or work specified in the and the Town shall be entitled to damages as a result of such failure.

4. Insurance

The Town expects all vendors to maintain such commercial general liability insurance, broad form property damage insurance, Workers' Compensation insurance and such other insurance coverage as the Town may require to indemnify the Town from any and all claims arising out of the vendor's performance of its contractual duties and obligations.

Town as Named Insured. The vendor shall name the Town of Coventry, 1670 Flat River Road, Coventry, RI 02816, as a certificate holder and additional insured for ongoing and completed operations in connection with any required insurance policy and will furnish a Certificate of Insurance ("COI") to the Town within ten (10) calendar days from the date of award, but in no event later than the date of execution of the contract.

Insurance Requirements and Limits. Depending on the goods and/or services provided by the vendor not all requirements and limits may be applicable. However, all contracts shall contain a waiver of subrogation in favor of the Town and all subrogation language shall be approved by the Town.

If the vendor maintains broader coverage or higher limits than the minimum recommended limit, the recommendation shall not limit the coverage available to the Town as the Town will be entitled to the coverage maintained by the vendor. In addition, the failure of the Town to request evidence of insurance from the vendor shall not waive a vendor's obligation to provide coverage.

Specific minimum insurance limitations are as follows:

General Commercial Liability – Limits are \$1,000,000 per occurrence with a \$2,000,000 annual aggregate. For non-supply contracts, limits of Coverage for commercial general liability and broad form property damage coverage are to be no less than \$5,000,000 per occurrence with a \$5,000,000 aggregate.

Automobile Liability Insurance – \$1,000,000 Combined Single Limit written with Symbol 1 (Any Auto/Vehicle) or the equivalent.

Page 6 of 15

Workers' Compensation – Coverage must be written in accordance with the Rhode Island Workers' Compensation Act and include employers liability limits of \$500,000 for Bodily Injury by Accident – Each accident, \$500,000 for Bodily Injury by Disease – Policy Limit, and \$500,000 by Disease for each employee.

Commercial Umbrella or Excess Liability – \$5,000,000 limit that is following in form to the underlying coverage.

Contractors Professional Liability – \$2,000,000 limit.

Cyber – \$2,000,000 limit.

Technology Errors & Omissions – \$2,000,000 limit.

Changes and Lapse in Coverage. Vendor shall cause the Town to receive notice of any changes in insurance carriers or lapse in coverage directly from its insurer to the Town. Failure to maintain uninterrupted insurance coverage is grounds for contract termination.

Town's Reservation as to Vendor Insurance. The Town reserves its right during contract formation to require additional coverage types and/or different limits recommended herein depending on the subject matter of the contract.

5. Indemnification

The successful bidder will be required to indemnify, defend and hold the Town harmless against any and all liability to any person or persons or damage to any property for or by any reason of any condition or malfunction of the materials used, and against any and all claims made or liability to any person or persons by reason of any act or omission or negligence of the vendor or any of its agents, servants, or employees. This indemnification shall include reasonable attorney's fees incurred by the Town in connection with such claim or liability.

Vendor further agrees to indemnify and hold harmless the Town from and against any and all liability in any way arising out of or related to vendor's operation and/or performance of its obligations hereunder. The indemnity shall be the broadest form available and shall include indemnity against any liability arising out of or caused by the negligence of the vendor, its agents, subcontractors, and employees.

6. Inspections

The Town has the right to inspect and test all goods, services, materials, equipment and machines called for by the contract, to the extent practicable at all times and places during the term of the contract. The Town shall perform inspections and tests in a manner that will not unduly delay the provision of goods, services or work under the contract. If any of the goods, services, materials, equipment and machines or work do not conform to contract specifications, the Town may require the contractor to perform its contractual obligation again or provide replacement performance of the vendor's contractual obligations in conformity with contract specifications, at

Page 7 of 15

no increase in contract amount.

CONSTRUCTION AND SERVICE IFB – General Terms

- 1. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered and agreed in writing by the Town Manager (or his designee) and the vendor.
- 2. Awards will be made within ninety (90) days of the IFB Response or bid opening, whichever time period is longer. All proposal prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
- 3. Failure to deliver within the time quoted or failure to meet specifications may result in default. It is noted that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.
- 4. Only one shipping charge will be applied in the event of partial deliveries for blanket purchases or term contracts.
- 5. The successful bidder shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Worker's Compensation Act. If the successful bidder is exempt from compliance under the Worker's Compensation Act, an officer of the successful responder shall so state by way of sworn Affidavit which shall accompany the signed contract.
- 6. Minority Business Enterprise (MBE) Contractors and other businesses to whom R. I. Gen. Laws § 37- 14.1-1, et seq. applies must supply an MBE Action Plan which demonstrates that 10% of the dollar value of the work performed shall be performed by MBE, WBE, or DBE where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available. It is the bidders responsibility to know of the afore-referenced law and any regulations promulgated in connection therewith.

IFB SPECIFICATIONS Specific to Hazard Mitigation Plan Update

Background, Process and Qualifications

The Coventry Emergency Management Agency ("CEMA") invites bids from qualified vendors⁴ to draft and coordinate an update to its five (5) year Hazard Mitigation Plan that is compliant with all legal and regulatory requirements imposed and/or enforced by the Federal

⁴ A vendor is in fact a consultant or consultancy identified as the successful bidder.

Emergency Management Agency ("FEMA") and the Rhode Island Emergency Management Agency ("RIEMA") and which is accepted, as "approved", by FEMA and/or RIEMA.

CEMA is an agency composed of Town officials from various departments, including but not limited to police, fire, engineering, planning, sewer, and public works. The CEMA work group is composed of such Town officials and is charged with developing the Town's Hazard Mitigation Plan. The Town may add residents, representatives of local non-profits, environmental groups, and the business community to the work group.

The successful bidder will result from selection criteria as stated elsewhere in the IFB and also includes but is not limited to:

- Hazard mitigation planning experience.
- Knowledge of current FEMA requirements for Hazard Mitigation Plans.
- Experience in preparing FEMA-approved Hazard Mitigation Plans.
- Technical expertise in preparing GIS-based data layers and maps.
- Experience working with municipal staff to identify potential projects for inclusion in a Hazard Mitigation Plan.
- Public outreach experience, including addressing public comments regarding Hazard Mitigation Plans.
- Demonstrated understanding of the project timeline and a proposed schedule that will result in on-time completion, approval, and adoption of the plan.
- Qualified vendors that are MBEs.

Scope of Work

It is expected that bidders are a firm, company, team, or individual possessed of strong experience, expertise and a demonstrated record of accomplishment for composing FEMA-approved Hazard Mitigation Plans. The vendor is responsible for assessing all risks attendant to hazard mitigation plans, conducting public outreach, working with municipal officials, and for being proficient in the law, regulations and standards necessarily implicated in the composition of a hazard mitigation plans.

The following is a description of project tasks that the vendor is expected to perform or assist the Town in its performance:

1. *Town Meetings*. The Town will provide and reserve public meeting space. All meeting will be conducted in accord with R.I. Gen. Laws § 42-46-1 et seq. (commonly referred to as the Open Meetings Act).

The vendor shall work with CEMA, or its designee, to schedule and conduct meetings for the purpose of soliciting input from the public and municipal officials. The vendor will coordinate, manage, and participate in an/or conduct all meetings, including the preparation of meeting minutes and notes. The vendor shall, in consultation with the CEMA, compile the information obtained from these meetings and integrate them, as applicable, into the

Page 9 of 15

plan document.

There shall be no fewer than six (6) meetings with CEMA which, in addition to OMA requirements, shall be advertised locally in/on mediums identified by the Town.

- 2. *Plan Updates*. As needed, the vendor will assist municipal staff and elected officials with preparing and understanding updates required for the plan. The vendor will meet with, and answer questions from, municipal officials and CEMA, as necessary. Also, the vendor will solicit information and projects from relevant Town and regional officials/entities such as police, fire, DPW, planning, sewer, water.
- 3. *Prepare revisions to plan.* The vendor will revise, as necessary, the current Hazard Mitigation Plan prepared in accordance with the Local Mitigation Plan Review Tool ("LMPRT"), or its successor, used for Hazard Mitigation Plans to help ensure the plan's approval by RIEMA and FEMA. Also, it's expected the vendor will use the LMPRT, especially pertaining to climate change, equity and underserved communities. It is important to note that the revisions need to be prepared so they can easily be incorporated into the Town's Comprehensive Plan. For example, preparation of a brief general description of the Town's mitigation capabilities and how the key elements should be included in eventual update to the Comprehensive Plan.
- 4. *Creation of maps and visual aids*. As needed, the vendor will prepare and update thematic maps and other visual aids for inclusion in the updated plan. All GIS files created as part of this project shall be provided to the Town as a shape file or geodatabase compatible with the Town's GIS (preferably in ArcGIS format).
- 5. Update Plan demographics, economics, and other data, as necessary.
- 6. *Perform basic cost-benefit analysis and prioritization of municipal projects*. Following FEMA guidance, and in consultation with the CEMA, the vendor shall prepare cost-benefit analysis for each of the submitted projects. Such analysis shall be in accordance with the STAPLEE evaluation process recommended in FEMA's Developing the Mitigation Plan: Identifying Mitigation Actions and Implementation Strategies, as amended. April 2023 ed.
- 7. Risk Assessment Update for Hazard Identification, Hazard Mapping and Vulnerability Assessment.
 - a) <u>Hazard Identification</u>: The vendor will work with CEMA and RIEMA to update the description and prioritization of the hazards that have occurred within the Town and at the state level affecting the Town. For this plan, the risk assessment section will assess risks individually and as a whole in topical groupings.

The hazards categories to be considered, consistent with the existing local plan and the State Hazard Mitigation Plan includes, but is not limited to:

i) Flood-Related Hazards (river flooding, coastal flooding, erosion, dam failures as the

Page 10 of 15

result of coastal storms, winter storms and hurricanes) that include, at a minimum, flood hazard areas as defined by FEMA in the Flood Insurance Rate Maps (FIRMs) for the jurisdiction as well as local historical data.

- ii) Wind-Related Hazards (hurricanes, coastal storms, winter storms, tornadoes) based on information provided by the National Weather Service and/or state Hazard Mitigation Plan.
- iii) Geologic Hazards (earthquakes, landslides, sinkholes) based on local historical information, state Hazard Mitigation Plan, and/or other applicable plans/sources such as the University of Rhode Island.
- iv) Winter Related Hazards (snow, ice, extreme cold).
- v) Other Hazards (natural, human caused, and technological) including climate change, pandemic, cybersecurity, active shooter, acts of terrorism, chemical incident, biological incident, radiological incident, civil unrest, infrastructure failure/terrorism, etc. and/or other hazards inclusive of situations affecting equity and underserved communities.
- b) <u>Hazard Mapping</u>: Using the best available information and if necessary, developing new information/data, the vendor will update the base map of areas affected by multiple hazards. In conjunction with mapping, the vendor will update the inventory (database) for use in developing map data layers, of the following items relative to the multiple hazard area:
 - i) Critical facilities, including, but not limited to the following:
 - (1) Emergency operations center, police/fire stations
 - (2) Hospitals and emergency shelters
 - (3) Water and wastewater treatment plants and associated pumping stations power generation, transmission, and delivery facilities.
 - (4) Special population centers, e.g., day-care facilities, nursing homes/elderly housing, etc.
 - (5) Hazardous material facilities
 - (6) Evacuation routes
 - ii) Critical utilities:
 - (1) All repetitive flood loss and substantial damage structures, as defined by FEMA.
 - (2) Maps that depict the location of major structures, land use, and population densities.
 - (3) Structures will be delineated by use (e.g. residential, commercial, industrial, institutional, other).

Depending on the nature of the data, the Town will consider sharing newly created databases with the State of Rhode Island Geographic Information System (RIGIS) to ensure wider distribution. In addition, the Town intends to benefit from advanced mapping capabilities by including repetitive loss mapping areas (not properties); at risk population areas (by density) and at risk property (using assessment data) and, considering

Page 11 of 15

different sea level rise (climate change) scenarios for longer-term mitigation measures.

- c) <u>Vulnerability Assessment</u>: The vendor will update the Town's vulnerability to each specific hazard. The vulnerability assessment, as applicable, will include:
 - i) Types and numbers of buildings, infrastructure, and critical facilities located in the identified hazard areas.
 - ii) All existing, multiple hazard protection measures within the jurisdiction, including protective measures under the National Flood Insurance Program (NFIP).
 - iii) A description of each measure and the method of enforcement and/or the point of contact responsible for implementation of each measure.
 - iv) Historical performance of each measure and a description of improvements or changes needed.
 - v) General description of land uses and development trends to incorporate future land use decisions.
- 8. *Multiple Hazard Mitigation Strategy.* The vendor will update and develop new mitigation strategies specific to the Town's exposure and impacts by the identified hazards.

The strategy will include:

- a. A list of mitigation goal statements that focus on reducing the risks from the identified natural hazards.
- b. A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects under consideration to reduce the effect 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 Town's need for multiple hazard damage reduction.
 - i. These project solutions may be non-structural (e.g., planning, regulatory measures, property acquisition, retrofitting, and elevation) or structural (e.g., seawalls, dams, and dikes).
 - ii. At a minimum, the list of prioritized projects will be based on a process resulting in identification of cost effective hazard mitigation projects, including:
 - 1. An analysis of proposed mitigation projects focused on several key areas, including but not limited to: economic (including benefits and cost), engineering, technical, legal, environmental, and conformance with the local comprehensive community plan. Selected options will best fit the community's needs and meet most or all aspects of the feasibility analysis.
 - 2. Coordination with relevant federal and state agencies for input and technical assistance.

Page 12 of 15

- 9. *Hazard Mitigation Plan Maintenance Process.* CEMA monitors, evaluates, and updates local plans, as required. When practical, the Town will implement and incorporate the goals of the Hazard Mitigation Plan into the Comprehensive Community Plan and other related local plans when local update is implemented or other local by-laws and ordinances, so require. The Plan will also generally address the capability of different Town departments to integrate, promote, and implement the identified mitigation actions.
- 10. *Hazard Mitigation Plan Adoption and Approval.* As soon as practicable, the intends to adopt a FEMA-approved plan, submit it to REIMA, forward it FEMA/Region for final review and approval, with final approval to be through the Town Council.

Project Milestones and Deliverables

The vendor needs to adhere to the following milestones and provide the related project deliverables:

1. **Drafting and layout of the updated plan document.** The vendor will revise text, update charts, graphs, photographs, tables, etc., as needed, and integrate visual aids, integrate data analyses, and write new text, as applicable. This stage will include a "kick-off" meeting to be scheduled in July 2024 with CEMA and the Town Manager.

The vendor will provide the Town Manager with a written technical brief for delivery to the Town Council no later than August 31, 2024 that outlines the forthcoming plan, its purpose, and the anticipated schedule leading up to the Town Council's adoption of the plan once FEMA approval is obtained. Also, this stage will include no fewer than six (6) publicly noticed CEMA designee meetings to include the FEMA mandatory public participation effort.

Draft Plan update for review by CEMA and the Town Manager no later than February 28, 2025.

- 2. **Prepare final document for submission.** The vendor will prepare a final document in conformity with FEMA requirements. Also, the vendor will help CEMA in obtaining the consent of the Town Manager to initiate the process of submitting the updated plan to RIEMA and FEMA. This step will include one meeting with the Town Council to inform the members of the plan, the approval process, and for the Town Manager to receive the authorization to proceed with the plan submission to RIEMA and FEMA. No later than May 31, 2025.
- 3. **Submit draft plan to RIEMA for review.** The vendor will assist the Town with submitting the draft plan to the RIEMA for review. Also, the vendor will make any necessary changes to the draft plan, should RIEMA make recommendation for plan changes. The plan shall be

Page 13 of 15

submitted within one (1) week of Town Manager approval to do so.

- 4. **Submit draft plan to FEMA for review.** The vendor will complete the necessary application and documents for submitting the draft plan to FEMA for review, in accordance with FEMA requirements. Also, the vendor will make any necessary changes to the draft plan, based upon FEMA's review and comment. The vendor will assist the Town with submitting any revised plan to FEMA for its approval. The plan shall be submitted no later than two (2) weeks after the completion of RIEMA's review process
- 5. **Obtain municipal approval of the plan**. Upon receiving FEMA approval, the vendor will assist CEMA and the Town Manager with presenting the Plan to the Town Council for adoption The vendor may be asked to provide a brief project presentation and answer questions from Town Council members and the public at-large prior to the Council's adoption of the plan. This shall occur no later than one (1) month after the date that FEMA's approval letter is received. Note that the vendor will remain in its project management role until final approval by FEMA.
- 6. **Preparation and submission of quarterly and/or other timely progress reports.** The vendor will keep a record of all meetings, progress, and milestones achieved for use in the submission of quarterly (or other timely) progress reports, as consistent with FEMA requirements.

Proposal Content

In addition to the all other information required by this IFB, each bid Response Package must include the following information:

- a) **Firm Background** Provide background of the bidder and any applicable sub-vendors, including experience relative to hazard mitigation plans, public engagement processes, and the management of multi-faceted projects. Background information should include any hazard mitigation plan work local to the Town and elsewhere in Rhode Island, including the firm's ability to complete that referenced work on time and within budget.
- b) **Project Manager and relevant staff background and experience** Provide information about the personnel assigned to the project including experience on hazard mitigation plans, public engagement processes, and in managing multi-faceted projects. Provide assurance that the assigned personnel, including any sub-vendors, will remain assigned to the project throughout its duration or provide assurance that, in the event of unforeseen circumstances requiring replacement of any assigned personnel and/or sub-vendor, the Town will maintain approval authority of the replacement personnel/sub-vendor. The proposing firm will include resumes/professional qualifications of relevant personnel/sub-vendors assigned to the project.
- c) **Technical Proposal** Provide a technical proposal that addresses the bidder technically intends to carry out the scope of work. The proposal shall include an estimate of the total labor hours necessary to complete the scope of work and the related milestones and

Page 14 of 15

deliverables outlined in the request for proposals herein. Additionally, the estimate of total labor hours shall be broken down by task and by each team member involved with the project and overlaid on a project timeline (e.g., Gantt chart).

- d) **Cost Proposal** The cost proposal shall include an overall, not-to-exceed price to complete the required scope of work, including the various milestones and deliverables, for the request for proposals contained herein. In addition, the cost proposal shall provide the hourly rates for each member of the team contributing to the technical proposal, a detailed breakdown of cost by the matching tasks in the technical proposal, and the firm's indirect overhead hourly rate. Since the preferred vendor will be working under a "not to exceed" contract, open-ended proposals or hourly only proposals will not be considered by the Town.
- e) **References** Provide at least three pertinent, professional references (including those from Rhode Island municipalities or other governmental subdivisions) for similar projects/services, including contact name, agency, project, brief summary of the project scope of work, phone number, and email address.

Failure to provide the foregoing information and any other information requested by this IFB may result in the rejection of a Bid Response Package.