



**Request for Proposals (RFP)**  
**Planning Services for Hazard Mitigation Plan Update**  
**Town of Manchester by the Sea, Massachusetts**

**NOTICE**

The Town of Manchester by the Sea (MBTS), acting through the Department of Public Works, is soliciting Proposals from Engineering Firms for an update to the Towns' existing Hazard Mitigation Plan (HMP).

Proposals will be received at the Department of Public Works - Room 6, Town Hall, 10 Central Street, Manchester by the Sea, MA 01944 until **Wednesday December 18<sup>th</sup>, 2024 at 1:00 PM as specified in the RFP**. Proposals shall be to the attention of Nathan Desrosiers, PE Town Engineer

Detailed specifications are available online at the Town of MBTS's website <https://www.manchester.ma.us/629/Bids-Quotes-and-Proposals> and also available at the DPW office Room 6, Town Hall, 10 Central Street, Manchester by the Sea, MA 01944 between the hours of 8:00 AM and 4:00 PM Monday thru Thursday.

All inquiries regarding this bid should be directed to Nathan Desrosiers, PE Town Engineer by email: [desrosiersn@manchester.ma.us](mailto:desrosiersn@manchester.ma.us). Inquires will be accepted until December 11<sup>th</sup>, 2024.

The Town of MBTS Department of Public Works shall review proposals received and award to the respondent deemed most advantageous to the Town. A designer fee with a not to exceed maximum of \$29,700 has been established for the project. The Town of MBTS reserves the right to withdraw the RFP, to reject any and all RFP responses, and to accept the response deemed to be in the best interest of the Town of MBTS.

Non-responsive and/or unbalanced bids may be rejected.

Nathan Desrosiers, PE Town Engineer  
Chuck Dam, PE, DPW Director



**Request for Proposals (RFP)**  
**Planning Services for Hazard Mitigation Plan Update**  
**Town of Manchester by the Sea, Massachusetts**

**Request for Proposal Conditions and Instructions to Respondents**

**Introduction & Background**

The Town of Manchester by the Sea (MBTS), acting through the Department of Public Works, is soliciting proposals from Engineering Firms for an update to the Town's existing Hazard Mitigation Plan in accordance with FEMA/MEMA Hazard Mitigation Planning guidelines and requirements and as detailed in Appendix A.

Through this solicitation and the resulting contract, the selected proposer (also referred to as Respondent and/or Consultant herein) will provide professional designer services to the Town of MBTS, working for the Department of Public Works.

The target schedule is for the HMP update to be completed within 12 months of contract award.

**General Process**

The Town of MBTS will engage the most advantageous architect/engineer for a successful and complete project. The Town will be adhering to MGL and will use the following criteria, further detailed herein, for rating and ranking respondents:

- Quality and applicability of prior similar experience;
- Past performance on public projects;
- Financial stability;
- Identity and qualifications of the staff and subconsultants who will work on the project;
- Demonstrated technical thoughts about the specifics of the project;
- Quality and professionalism of the RFP response as an indication of the caliber of the Respondent's work product

**General Conditions**

This section of the RFP contains the general conditions and restrictions covering the preparation, submission, and content of RFP Responses (also referred to as "proposal(s)" or "bid(s)" throughout this document, however this is not a price-based bid selection) and the eventual Professional Services Contract to be awarded.

**Uniform Proposals:** To enable the Town to perform a fair comparative analysis and evaluation of proposals, it is essential that a uniform format be employed in structuring

each proposal. The required proposal format is specified later in this RFP. The consultant's degree of compliance with the requirements of this RFP and their clarity in such proposal will be a significant factor in the evaluation of the package. Each proposer must comply with all submission requirements as directed herein. Proposals that are defective, irregular, or not in compliance will be considered unresponsive and will be rejected. Unnecessarily elaborate responses and excess material beyond that requested above may be considered unresponsive or not advantageous.

**Proposers' Examination of the Request for Qualifications:** Proposers shall examine all information and materials contained in and with this RFP. Failure to do so shall be at the proposer's risk. By submitting a proposal all proposers certify that they have read and agree to comply with each provision of this RFP, and the award of contract.

**Date of Submission:** All proposals must be received in the Department of Public Works - Room 6, Town Hall, 10 Central Street, Manchester by the Sea, MA 01944, by the date and time stated in the advertisement. Late bids will not be accepted and deemed unresponsive.

**Independent Contractor:** The selected individual(s) or company(s) will be considered an independent contractor(s) to the Town of MBTS and will not be entitled to any benefits provided to regular Town employees. The consultant(s) will be responsible for paying his or her own income and Social Security taxes, as well as any other employment benefits.

**Compliance with Regulations:** The successful proposer(s) must comply with all applicable federal, state, and local laws and regulations.

**Withdrawal of Proposals:** Proposals may be withdrawn by written notice received by Nathan Desrosiers of Town of MBTS Department of Public Works prior to the time specified for receipt of proposals.

**Proposals Considered Firm:** All proposals in response to this RFP will be considered "firm" and may not be withdrawn for a period of sixty (60) days after the time specified for receipt of proposals. Proposals must be unconditional.

**Incurring Costs:** The Town shall not be liable for any costs incurred by proposers in preparing, submitting or presenting proposals, or in satisfying and demonstrating requirements. The Town shall not reimburse any costs incurred by proposers in anticipation of being awarded the contract under this RFP.

**Assignment of Contract:** A Consultant who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title, obligation, or interest in or to the same, or any part thereof, without previous consent in writing from the Town of MBTS, endorsed on or attached to the contract.

**Notice to Proceed and Availability of Funds:** Services provided by the successful proposer(s) shall be rendered through a Professional Services Contract based on the requirements and conditions provided in this RFP. After a contract is approved it shall only become operative upon the delivery to the Consultant of a contract signed by the Town of MTBS. The Consultant must receive in writing, from the applicable department, permission to begin any project assignment or task up to an agreed dollar amount. The Consultant cannot exceed agreed upon amounts without certification as to available funds and the Town shall only be obligated under the contract to the extent of such orders. The Consultant shall prepare separate bills for each individual assignment or task order. If requested, a detailed bill shall be prepared showing a separation of tasks and the number of hours spent on each. All fees will be collected, and the applicable Department will approve payments for work. No work shall begin until an authorization Notice to Proceed is received from the Director of the applicable Town department.

**Availability to meet with MBTS:** Proposers shall be available to meet with the Department of Public Works and/or other Town of MBTS Departments within three business days of a request.

**Force Majeure:** 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. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather. Dates or times of performance may 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.

**Requests for Clarification:** Any questions regarding this RFP should be submitted in writing to the Department of Public Works and received no later than the date and time stated in the advertisement. Such questions should be directed to the Town of MBTS's Town Eneigner by email to: [desrosiersn@manchester.ma.us](mailto:desrosiersn@manchester.ma.us). All responses will be provided in the form of an addendum. All firms who have requested a copy of this RFP from the Town of MBTS will receive a copy of all questions raised (if any), and their answers. If it should become necessary to revise any part of this RFP or otherwise provide additional information, the MBTS Department of Public Works will issue an Addendum as well. It is the respondent's sole responsibility to acknowledge all posted addenda.

**Proposals are Public Records:** All documents submitted in response to this RFP are deemed public records under Massachusetts General Laws, Chapter 30B, Section 3 and open to public inspection upon request. However, pursuant to M.G.L. C.30B Section 3, all proposals shall remain confidential until the completion of all evaluations

pursuant to this RFP. Notwithstanding the provisions of M.G.L Chapter 4, Section 7, proposals shall remain confidential until completion of the evaluation of all proposals, in accordance with M.G.L. Chapter 30B, Section 6(d).

**Rights to Submitted Material:** All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP shall become the irrevocable and sole property of the Town of MBTS unless otherwise specified in this RFP. The Town of MBTS shall be under no obligation to return any proposals or material submitted by a consultant in response to this RFP unless specified in this RFP.

### **Price and Technical Proposal Format & Submission Requirements**

One (1) unstapled original, one (1) thumb drive (with both price and technical submissions on the drive) and two (2) copies of the technical submission of the proposal including all attachments thereto must be delivered in two separate sealed envelopes. One Marked "Technical Proposal" and one marked "Price Proposal". On the outside the name and address of the bidder, the name of the bid proposal and the proposal submission date to: Department of Public Works - Room 6, Town Hall, 10 Central Street, Manchester by the Sea, MA 01944 by the date and time stated in the advertisement or as amended via addendum. Postmarked submissions will not be accepted. Overnight deliveries arriving after the due date/time, regardless of payment for early delivery, shall not be accepted.

### **Price Proposal:**

Price proposal shall be in a separate sealed envelope. The outside of the envelope should be marked with "RFP – Price Proposal for Hazard Mitigation Plan Update" and with the Proposer's name and the date submitted. The provided "Price Proposal Form" first page shall be used. The "Price Proposal Form" second page, which is hourly rates by labor category may be used or substituted with a company created labor rate sheet.

Please note that even with a Price Proposal envelope being included, this is a qualifications based solicitation. Price will only become a factor in review if multiple firms are rated and ranked as equivalently advantageous.

The request for pricing is so that the Town is aware of proposer's hourly costs for funding, budgeting, and contracting purposes. The Proposer shall submit a listing of hourly billing rates for those staff and positions it anticipates assigning to the project. The billing rates shall include all charges to the Town of MBTS including salary, overhead, indirect costs and profit. The rates of all technical personnel who use is anticipated shall be specifically noted for each service on which a proposal is submitted and shall be considered the price proposal page.

**Technical (Non-Price) Proposals:**

The Technical Proposal, also referred to as the Non-Price Proposal herein, must be in a sealed envelope. The outside of the envelope must be marked with “RFP- Technical Proposal for Hazard Mitigation Plan Update,” and with the Proposer’s name and the date submitted.

The Technical (Non-Price) Proposal shall generally follow the format identified below, separated by tabbed dividers, labeled as indicated, and contain the information required in the sections where it is requested. If the information is not found in the appropriate section it may be considered missing and therefore non-responsive. All proposals shall include the following elements within each section respectively:

**Technical Proposal Format**

<b>Tabbed Divider</b>	<b>Section Title &amp; Contents</b>
<b>LOT</b>	Letter of Transmittal: Brief letter of introduction providing a narrative describing the firm and key subcontractors, identification of lead professional(s) and primary contact, acknowledging receipt of Addenda (even if none are issued), and any key information to differentiate the firm on this project.
<b>Section 1</b>	<b>Qualifications of the Firm*</b> <b>A) Introduction:</b> Introduction page(s) providing a concise narrative describing the nature, size, background, and qualifications of the firm, names and applicable background of key personnel who will be working on the contract from all firms, including Subcontractors. Identification of lead professionals, identification of home office / production locations, and availability of key staff. <b>B) References:</b> A minimum of three (3) firm or individual references including name, title, agency, address, phone, email, project name and start/completion dates (if applicable). Services to these references must have been delivered within the last three (3) year period. The Reference Form in Section 3A may be used, pre-existing reference sheets may also be used. <b>C) Firm Interests:</b> Names and addresses of all partners, if a partnership; of all officers, directors, and all persons with an ownership interest of more than five (5) percent in the proposal if not a partnership. <b>D) Professional Registrations:</b> The lead Architect/ Engineer/Professional supervising the project shall be either a Professional Engineer (PE) in MA, Licensed Architect in MA, or as applicable for the type of services requested in the RFP. The registration numbers, licenses, certifications and status of each key personnel in every jurisdiction in which such person has ever

	<p>been registered as a professional engineer, architect, or related profession. A professional structural engineer must be on the team.</p> <p><b>E) Municipal Experience:</b> Previous and on-going experience in similar work by the prime Respondent firm. A brief narrative indicating that your firm has relevant and similar experience with services similar to those requested in this RFP. Include a list of all cities and towns within the Commonwealth for which the applicant has performed or has entered into a contract to perform similar scope of services within the last three (3) year period.</p>
<p><b>Section 2</b></p>	<p><b>Approach &amp; Scope of Work*</b></p>
	<p>A) Provide concise outline of the firm’s anticipated <b>Project Approach</b> to working with the Town of MBTS to deliver the expected services. Brief discussion about how Respondent’s approach ensures competence and quality in deliverables and the construction oversight. The Approach must communicate how single-point responsibility for all in-house disciplines and all subcontractors will be maintained during cohesive, well-coordinated design and construction phases of the project. Methodologies for construction cost estimating prior to bidding must be clear.</p> <p>B) Proposed <b>Scopes of Work</b> for the design phases, public bidding phase, and construction phase of services. The proposed Scope must demonstrate the capabilities, expertise, and qualifications, should be clearly noted within the proposal. The Scope of Work will form the future basis of a Services Contract.</p> <p>C) Possible <b>Project Timeline</b> and key milestones and Town decision points. This timeline may be in Gantt chart or milestone list formats.</p> <p>D) Any initial project specific technical matters, thoughts or directions which frame the Approach and Scope of Work. Graphics are acceptable.</p>
<p><b>Section 3</b></p>	<p><b>Documentation &amp; Appendices</b></p>
	<p>A) <b>Town of MBTS Forms:</b> Include signed versions of all required forms.</p> <p>B) <b>Documentation/Certificates:</b> Workmen's Compensation Insurance and Professional Liability Insurance for the minimum amount as required by applicable state law.</p> <p>C) <b>Financial Documentation:</b> demonstrate in the form of a sealed balance sheet and income statement for the past three (3) audited years. These documents will remain confidential but will be used to address the MGL Chapter 7C Financial Stability requirements for screening.</p> <p><b>D) Resumes:</b> Resumes of the principals, lead professionals and key personnel in each field of expertise including any</p>

	Subconsultants. Include resumes of personnel who will work directly with the Town. Reduce resume content to 2 pages each.
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\*If appropriate, indicate subcontracted firm(s) and include applicable information accordingly.

### **Award/Terms of Contract**

The Town of MBTS through a technical selection committee shall review all respondents rated as Qualified, then rank each. This review may include interviews with the lead firm and any key subcontractor firms who will perform key work under this contract. The selection committee, shall deliver a written recommendation to the Town Administrator for the execution of a contract. The recommendations shall include any conditions to the recommended award which require successful negotiation or revisions to the Scope of Work identified by the selection committee and/or other MBTS officials. A designer fee with a not to exceed maximum of \$29,700 has been established for the project.

### **Execution of Contract**

Upon the award of a Contract, the Town will prepare a contract. In the event that the successful Consultant(s) fails, neglects or refuses to execute the contract(s) within fourteen (14) days after receiving a letter of award from the Town, the Town may at its option terminate its action in awarding the contract and the selection of the Consultant(s) shall become null and void and of no effect. The Consultants must provide insurance certificates to the Town prior to award of the Contract.

Incorporated by reference into the Professional Services Contract which is to be entered into by the Town and the successful Consultant pursuant to this RFP shall be:

1. All of the information presented in this RFP and the consultant's response thereto. Within the Professional Services Contract, the term "proposer" shall be synonymous with the terms "consultant" and "firm" for any and all provisions therein.
2. An authorized official of the consultant(s) and the Town of MBTS shall execute the contract(s).

**Reservation of Rights:** The Town of MBTS reserves the right to cancel this RFP to accept or reject in whole or in part any and all proposals, or to waive any informality in the proposing when it is determined that said cancellation or rejection serves the best interests of the Town. Reasons for cancellation or rejection shall be stated in writing.

**Compliance with Laws & Regulations:** The selected proposer(s) will be required to review all plans for compliance with federal, state, and local laws, statues and regulations, and federal law and regulations. The Consultant (s) shall adhere at all



times to the highest professional certifications, standards, and guidelines, any and all such laws, statutes and regulations, as applicable to the profession(s).

**Billing:** All bills for services rendered shall be submitted to the applicable Town Department to the attention of that Department's Director for approval and payment, and shall state the date(s), hours, and product or matter worked upon. All bills shall be rendered within thirty (30) days of the service having been performed.

**Errors and Omissions Insurance:** The awarded respondent(s) shall provide and maintain Errors and Omissions Insurance with minimum limits of \$2,000,000 per occurrence/annual aggregate. The policy shall not have a deductible greater than \$50,000.00. Coverage shall be maintained in effect continuously for a period of at least six (6) years from the date of Final Payment by Owner to Respondent.

**Severability:** The provisions of the Professional Services Contract shall be severable. If any provision is found by a court to be invalid, the remaining provisions shall remain fully effective.

**Amendments:** The Professional Services Contract may only be amended by the written consent of the Town of MBTS.

### **Selection Criteria**

The Town of MBTS is using the procedures governing the selection of designers for any municipality or local public agency building project as detailed in the state's designer selection law, M.G.L. c. 7C, §§ 44-58. Expanded local MBTS specific forms and requirements governing the procurement and execution of services have been included herein. All proposers will receive consideration without regard to race, color, creed, age, sex, religion, or national origin.

Proposals will be scored on the following general scale of qualifications. Each scale will be multiplied by the weighted scaling factor of the scoring category.

- "Highly Advantageous" (10 points x scaling factor) = response excels on the specific criterion,
- "Somewhat Advantageous" (6 points x scaling factor) = response meets evaluation standard for the criterion,
- "Not Advantageous" (2 points x scaling factor) = response does not fully meet the evaluation criterion or leaves a question or issue not fully addressed, or
- "Unacceptable" (0 points) = response does not address the elements of this criterion.

In addition, references beyond those included in the RFP Response may be checked. A short list of Respondents may be interviewed during the selection process and feedback on the interview will be included in the determination of scores.

**1: Overall Qualifications (3X weighted, 30 points max)**

Overall qualifications, experience and expertise of the Firm, its Subconsultants, and applicable key staff. Factors for scoring include the quality and applicability of prior similar experience. Reference check feedback is a factor in this category.

<b>Points</b>	<b>Rating</b>	<b>Description</b>
<b>10</b>	<b>Highly Advantageous</b>	The RFP Response indicates evidence that the firm has substantial in-house experience and expertise in the specific disciplines of the project, relevant staff skill sets or subcontractor team members are included for which in-house services are unavailable. Positive feedback from all references. Demonstrated financial stability of the prime firm.
<b>6</b>	<b>Advantageous</b>	The RFP Response indicates evidence that the firm has notable in-house experience and expertise in the specific disciplines of the project, relevant staff skill sets, or subcontractor team members are included for which in-house services are unavailable. Positive feedback from a majority of references. Demonstrated financial stability of the prime firm.
<b>2</b>	<b>Not Advantageous</b>	The RFP Response indicates little or unclear evidence that the firm has in-house experience and expertise or displays limited relevant staff skills or limited subcontractor team members. Positive feedback from a minority of references. Limited documents regarding financial stability of the prime firm.
<b>0</b>	<b>Unacceptable</b>	The RFP Response does not competently communicate any reliable or verifiable evidence that the firm has in-house experience and expertise relevant to the project. Negative feedback from two or more of the references. No inclusion of documents demonstrating the financial stability of the prime firm.

**2: Project Approach (2x weighted, 20 points max)**

Respondent’s proposed Project Approach is customized to the Town of MBTS Masonic Lodge Redevelopment, and concisely details an understanding of the project. Demonstrates the methods to communicate, coordinate, and deliver the expected technical services, while maintaining quality, cohesion, and timeline.

<b>Points</b>	<b>Rating</b>	<b>Description</b>
<b>10</b>	<b>Highly Advantageous</b>	Project Approach is customized to MBTS Hazard Mitigation Plan Update project with a demonstrated awareness of the Town and the project elements, Compelling methods for QA/QC, communications, and coordination. Strong plan to drive timeline.
<b>6</b>	<b>Advantageous</b>	Project Approach references general MBTS Hazard Mitigation Plan Update project elements with a general awareness of the Town and

		the project needs. General content on methods for QA/QC, communications, and coordination. General plan regarding timeline.
<b>2</b>	<b>Not Advantageous</b>	Project Approach is generic with little or no MBTS Hazard Mitigation Plan Update project specific elements. Little to no specific references to QA/QC, timelines, or coordination.
<b>0</b>	<b>Unacceptable</b>	Project approach is vague or omitted

### **3: Proposed Scope of Work (3x weighted, 30 points max)**

Demonstrated knowledge and understanding of all elements of an expected Scope of Work and clear, concise phases and tasks to drive design, efficient bidding cycle, and effective construction phase, including content on the design phases, public bidding phase, and construction phase of services.

<b>Points</b>	<b>Rating</b>	<b>Description</b>
<b>10</b>	<b>Highly Advantageous</b>	Scope of Work is customized to MBTS Hazard Mitigation Plan Update project with logical and efficient phases and tasks that are relevant to the project. Scope addresses all expected project elements, and incorporates milestones for QA/QC, routine communications, and feedback. Scope tasks are relevant to timeline expectations. Applicable and well-thought-out technical content and graphics included.
<b>6</b>	<b>Advantageous</b>	Scope of Work is generally referenced to MBTS Hazard Mitigation Plan Update project with typical phases and tasks that are relevant to the project. Scope addresses most expected project elements, and incorporates some milestones for QA/QC, communications, and feedback. Scope references timeline expectations. Applicable technical content and graphics included.
<b>2</b>	<b>Not Advantageous</b>	Scope of Work is generic and not customized to MBTS Hazard Mitigation Plan Update project, vague phases and/or task descriptions, no reference to timeline, generic content on QA/QC, communications, and client feedback. General technical content or limited graphics included.
<b>0</b>	<b>Unacceptable</b>	Totally generic or omitted Scope of Work, irrelevant phases or tasks, little to no useful content for a future contract. No technical content or graphics included.

### **4: Quality of Written RFP Response (1x weighted, 10 points max)**

Quality of RFP Response in format and presentation. Strong written communication and presentation skills; ability to explain and interpret technical information to a non-technical audience. Inclusion of all required forms and documentation. This category will also demonstrate the Respondents' quality of work, QA/QC system and thorough attention to detail.

<b>Points</b>	<b>Rating</b>	<b>Description</b>
<b>10</b>	<b>Highly Advantageous</b>	The written response submitted by the firm is clear and complete, fully covers the relevant subject matter, and excels with respect to graphics, formats, and/or writing style. All forms and documentation are completed and included.

<b>6</b>	<b>Advantageous</b>	The written response submitted by the firm is clear and complete, and fully covers the relevant subject matter. All forms and documentation are completed and included.
<b>2</b>	<b>Not Advantageous</b>	The written response submitted by the firm is either unclear or incomplete; one or two of the non-statutorily required forms and/or documentation was not included.
<b>0</b>	<b>Unacceptable</b>	The written response submitted by the firm is both unclear and incomplete; majority of the non-statutorily required forms and/or documentation was not included.

**5: Any other relevant input into scoring (up to 10 points)**

The Selection Committee will consider any other appropriate proposal content, ideas, or possibilities as value-added criteria which the Town of MBTS may deem relevant for the review and scoring of firms.

**Forms & Documents**

The following pages are the statutorily required forms, Town of MBTS bid forms, and suggested Reference and Price Proposal forms for the Respondent use.

APPENDIX A – MEMA HMP Update Scope of Work

# APPENDIX A – MEMA HMP Update Scope of Work

## **MANCHESTER-BY-THE-SEA, MA Hazard Mitigation Plan Update Scope of Work**

The Town/City will prepare a Hazard Mitigation Plan Update in accordance with FEMA guidelines for Hazard Mitigation Planning. The Town/City will be assisted by a vendor for this scope of work. The Town/City's updated plan will address mitigation of multiple natural hazards that may affect the community, including flood hazards, winter storm hazards, wind hazards, wildfire hazards and geologic hazards.

Communities are strongly encouraged to undertake the planning process in accordance with the Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs (EEA) Municipal Vulnerability Preparedness (MVP) program objectives. This program, which has funding available will designate municipalities who complete the Community Resilience Building Workshop process and associated deliverables. Municipalities who complete this process and develop a final report, which can be this hazard mitigation plan, could be designated as an "MVP Community," which may lead to increased standing in future funding opportunities and signify the commitment of this municipality to building resiliency and preparing for climate change. The planning process will include the following actions and elements:

### **Task 1-3**

#### **1. Grant Award and Contracting:**

The community will procure services to facilitate this planning process update

- Hold kick-off meeting with MEMA
- Execute a contract

#### **2. Select and Hire a Vendor:**

The vendor will document the process used to develop the updated plan, including but not limited to:

- Issue an RFR/RFP
- How the plan update was prepared
- Who was involved in this process
- How the public was involved (i.e., Community outreach, local planning team participation)

#### **3. Convene a local Hazard Mitigation Planning Committee:**

The Town/City will convene a local Hazard Mitigation Planning Team. Members should include a cross-section of the community, such as residents, government officials, community leaders and business owners. This team will serve as a liaison to the vendor and assist in the plan update 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:

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

### **Task 4. Revisit the Hazard Profiles for each Hazard that impacts the community:**

- Using the best available existing data, the vendor will update a map of areas affected by multiple natural hazards for the Town/City. A set of hazard maps will be included within the updated 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 update 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; your vendor may consider using FEMA's HAZUS-MH, as well as a GIS map analysis to delineate those critical facilities that are located within mapped hazard areas.
- The Town/City/ will update the description and prioritization of the natural hazards that have occurred within the community since the last plan update.

### **Task 5. Facility Inventory:**

The Town/City will prepare an updated inventory of facilities and explain how these facilities intersect with the known hazards for the community. This task will be based on input from the 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 Businesses
  - Large Employers
  - Historical or Cultural sites
- 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 (Commercial / Residential), 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 6: Vulnerability:**

Based on the previous information from Task 5, the Town/City will update the 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 7. Mitigation Goals:**

The Town/City with vendor support will update the mitigation strategies specific to the community's exposure to and impacts from identified natural hazards. The strategy will include:

- Create, edit, or delete goals as needed;
- Obtain public input;
- Analyze existing capabilities;
- Review mitigation actions in the previous plan and identify progress implementing those actions (include current status along with reasons why there may have been little or no progress).
- Describe how the community's priorities have changed since the previous Hazard Mitigation Plan.
- Include a description of the NFIP program and how the community will continue compliance over the next five years.
- Update 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 8. Actions:**

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:

- These projects may be non-structural (e.g., planning, regulatory measures, property acquisition, retrofitting, 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.*
- Revise and update the mitigation action plan.
- Identify integration opportunities throughout the community as well as how the data and information from the previous plan was integrated into other mechanisms over the last five years

**Task 9. Plan Review, Evaluation, and Implementation**

In order to continue to be an effective representation of the jurisdiction's overall strategy for reducing its risks from natural hazards, the mitigation plan must reflect current conditions. This will require an assessment of the current development patterns and development pressures as well as an evaluation of any new hazard or risk information.

- The plan must describe changes in development that have occurred in hazard prone areas and increased or decreased the vulnerability of each jurisdiction since the last plan was approved.
- The plan must describe the status of the hazard mitigation actions in the previous plan by identifying those that have been completed or not completed. For actions that have not been completed, the plan must either describe whether the action is no longer relevant or be included as part of the updated action plan.
- The plan must 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 Town/City in conjunction with the planning team will monitor, evaluate, and update the plan.
- The Planning Team 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 update will include an implementation schedule with procedures for ensuring the plan's implementation, updating and revision every five years.
- 

**Task 11. 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 12. Review and Approval / Closeout:**

- Submit the plan update to MEMA/FEMA for review; revised based on MEMA/FEMA comments; submit revised plan update for approval pending adoption.
- When APA is received, the plan update will be brought before the City Council or Board of Selectmen in the community for adoption.
- Send the final adopted plan update to MEMA/FEMA, Receive approval by FEMA.
- Grant closeout / final reimbursement



**“Architect or Engineer Services” RFP  
Town of Manchester by the Sea, Massachusetts**

**PRICE PROPOSAL FORM  
Provided in a separate, sealed envelope**

Town of Manchester by the Sea  
Town Hall – DPW Room 6  
10 Central St  
MBTS, MA 01944  
Attention: DPW, Nathan Desrosiers, PE

**BIDDER**

Receipt of Addendum No. \_\_\_\_\_ Acknowledged by:

\_\_\_\_\_ Company Name:

\_\_\_\_\_

Bid Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Email: \_\_\_\_\_

If you have received this RFP from either the Town of Manchester by the Sea website or through an email it is your responsibility to check for addenda (<https://www.manchester.ma.us/629/Bids-Quotes-and-Proposals>) before you turn in your bid/ proposal. Town of Manchester by the Sea will not be responsible any bids received omitting addenda acknowledgement.

We submit for your consideration our RFP Response for architectural / engineering services. We have read the RFP documents and are submitting our RFP Response in full compliance with all terms and conditions. We acknowledge receipt of all addendums to the RFP documents and assume full responsibility to access those addendums from the Town’s website as applicable.

**FEE PROPOSAL FORM CONTINUED**

We agree to perform the work described in the RFP based upon the for the following hourly rates. Complete only applicable labor categories. This sheet may be substituted with a company created labor rate sheet.

**ONLY complete rates that apply**

<b><u>Design Positions:</u></b>	<b><u>Hourly Rate</u></b>
Principal Architect/Engineer	_____
Principal Project Manager	_____
Project Manager	_____
Project Architect	_____
Project Engineers	
Civil	_____
Geotechnical	_____
Environmental	_____
Mechanical	_____
Electrical	_____
Structural	_____
Assistant Architect	_____
Junior Engineer	_____
Technician	_____
Draftsperson	_____
Clerical	_____

<b><u>Construction Admin Positions:</u></b>	<b><u>Hourly Rate</u></b>
Construction Manager	_____
Assistant Manager	_____
Clerk of the Works	_____
Resident Engineer	_____
Resident Project Representative	_____
Field Inspector	_____
Draftsperson	_____
Clerical	_____

<b><u>Survey Positions:</u></b>	<b><u>Hourly Rate</u></b>
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Project Manager	_____
Licensed Land Surveyor	_____
Two-man Survey Crew	_____
Three-man Survey Crew	_____

**CADD Services Positions:**

**Hourly Rate**

CADD Engineers	_____
CADD Operator/Technician	_____
CADD Manager	_____

Company Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

**“Architect or Engineer Services” RFQ**

**Town of Manchester by the Sea, Massachusetts**

**REFERENCE FORM**

List the names of five (5) municipal clients that you have provided services to within the last three (3) years. This form may be substituted for pre-existing corporate marketing reference sheet so long as all data exists.

Municipality/District: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Project(s)\_\_\_\_\_

Municipality/District: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Project(s)\_\_\_\_\_

Municipality/District: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Project(s)\_\_\_\_\_

Municipality/District: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Project(s)\_\_\_\_\_

Municipality/District: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Project(s)\_\_\_\_\_

**CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of the \_\_\_\_\_  
(Name of Corporation)  
held on \_\_\_\_\_  
(Date) Directors were present or waived notice, it was voted that  
\_\_\_\_\_ of this company, be and hereby is authorized to execute  
(Officer and Title)  
contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such  
execution of any contract or bond of obligation in this company's name on its behalf of such  
\_\_\_\_\_ under seal of the company shall be valid and binding upon this company.  
(Officer)

A TRUE COPY,

ATTEST:

\_\_\_\_\_  
Place of Business:  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Name of Corporation)  
that \_\_\_\_\_ is the duly elected \_\_\_\_\_  
(Name of Officer) (Title)

of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_  
(Corporate Seal)

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_  
COUNTY, SS.

\_\_\_\_\_  
DATE

Then personally appeared the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be his/her free act and deed before me.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

INDEMNITY AGREEMENT

In Consideration of the award of Contract No. \_\_\_\_\_ by the Town of Manchester by the Sea, hereinafter referred to as INDEMNITEE, to the CONTRACTOR/BIDDER: \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as INDEMNITOR, and for other good and valuable consideration, said INDEMNITOR agrees to hold INDEMNITEE, Town of Manchester by the Sea, and its various departments and employees harmless from any and all liability, loss or damage that INDEMNITEE may suffer as the results of claims, demands, costs, including attorneys fees, or judgement or other actions against it by reason of any and all work done by or on behalf of the INDEMNITOR in connection with the above referenced contract.

INDEMNITOR,

\_\_\_\_\_

By Duly Authorized Agent

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

State of: Massachusetts.

County of \_\_\_\_\_.

Being first duly sworn deposes and says that:

- A. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid or Proposal;
- B. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;
- C. Such Bid is genuine and is not a collusive or sham Bid;
- D. Neither the said Bidder nor any of its officers, partners, agents, representatives, employees or parties of interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract; and
- E. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its officers, partners, agents, representatives, employees or parties of interest, including this affidavit.
- F. The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

TAX COMPLIANCE CERTIFICATE  
MASS. GENERAL LAWS, CH. 62C, S:49A(b)

I hereby certify that I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding of child support.

Signed under the pains and penalties of perjury.

(1) Individual Contractor

\_\_\_\_\_  
\_\_\_\_\_  
(Contractor's Name and Signature)

Social Security Number

\_\_\_\_\_

(2) Corporation, Associated  
or Partnership

\_\_\_\_\_  
\_\_\_\_\_  
(Contractor's Name)

Federal Tax ID Number, or  
Social Security Number

\_\_\_\_\_  
\_\_\_\_\_

By:

\_\_\_\_\_



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## CHAPTER 62C. ADMINISTRATIVE PROVISIONS RELATIVE TO STATE TAXATION

### Chapter 62C: Section 49A Certification of compliance with tax laws as prerequisite to obtaining license or governmental contract

Section 49A. (a) Any person applying to any department, board, commission, division, authority, district or other agency of the commonwealth or any subdivision of the commonwealth, including a city, town or district, for a right or license to conduct a profession, trade or business, or for the renewal of such right or license, shall certify upon such application, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Such right or license shall not be issued or renewed unless such certification is made.

(b) No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(c) Any such agency, which has been notified by the commissioner pursuant to section forty-seven A that a person who holds a license or certificate of authority issued by such agency or who has agreed to furnish goods, services or real estate space to such agency has neglected or refused to file any returns or to pay any tax required under this chapter and that such person has not filed in good faith a pending application for abatement of such tax or a pending petition before the appellate tax board contesting such tax or has been penalized pursuant to section 9 of chapter 62E for failure to comply with the provisions under said chapter 62E relating to reporting of employees and contractors, or has been penalized pursuant to paragraph (3) of subsection (f) of section 12 of chapter 119A for failure to comply with the provisions under said chapter 119A relating to withholding and remitting child support, shall refuse to reissue, renew or extend such license, certificate of authority, contract or agreement until the agency receives a certificate issued by the commissioner that the person is in good standing with respect to any and all returns due and taxes payable to the commissioner as of the date of issuance of said certificate, including all returns and taxes referenced in the initial notification or, if the licensee has been penalized for failure to comply with the provisions relating to reporting of employees and contractors under chapter 62E or withholding and remitting child support under chapter 119A, a certificate issued by the commissioner that the licensee is in compliance with said provisions.

(d) Any person who owns or leases a motor vehicle or trailer that is required to be registered in the commonwealth under chapter 90 and improperly registers the motor vehicle or trailer in another state or misrepresents the place of garaging of the motor vehicle or trailer in another city or town, shall be considered in violation of laws of the commonwealth relating to taxes under chapter 60A, chapter 64H or chapter 64I. The right, license or contract provided for in subsections (a) and (b) shall not be issued or renewed until the person or business entity has paid all taxes due at the time of application for such right, license or contract.

(e) Any person who, for the purpose of evading payment of a tax pursuant to chapters 59 to 64J, inclusive, willfully makes and subscribes any return, form, statement or other document pursuant to subsection (a), (b) or (d) that contains or is verified by a written declaration that is made under the penalties of perjury, and that contains information that he does not believe to be true and correct as to every matter material to his compliance with all laws of the commonwealth relating to taxes, shall be subject to section 73.