

# **Eastern Panhandle Regional Planning & Development Council (Region 9)**

## **REQUEST FOR QUALIFICATIONS (RFQ)**

### **Berkeley & Morgan Counties Multi-Jurisdictional Hazard Mitigation Plan Update**

Funded under FEMA DR-4756-WV (contingent)

#### **1. Purpose and Background**

Region 9 seeks Statements of Qualifications (SOQs) from qualified planning and engineering firms to update the 2022 Berkeley–Morgan Multi-Jurisdictional Hazard Mitigation Plan (HMP). The update must meet all requirements of FEMA’s Local Mitigation Planning Policy Guide (effective April 11, 2025) and FEMA’s Local Mitigation Planning Handbook (June 2025), as well as the Local Hazard Mitigation Plan Review Tool (2025). The resulting plan must be eligible for FEMA approval, including High Hazard Potential Dam (HHPD) program alignment.

#### **2. Procurement Authority & Funding Conditions**

This procurement will follow Qualifications-Based Selection procedures under West Virginia Code §5G-1-3. The project is federally funded through FEMA; therefore, the resulting contract must comply with 2 CFR Part 200 (Uniform Guidance), including 2 CFR §200.327 and Appendix II (required federal contract provisions). Award is contingent upon formal obligation of funds.

#### **3. Scope of Work**

##### **A. Project Management & Coordination**

- Project kickoff within 14 days of Notice to Proceed; establish schedule, roles, data needs, and engagement plan.
- Monthly in-person coordination meetings with Region 9 and County OHS/EM Directors; additional virtual sessions as needed.
- Monthly progress reports: activities, completed tasks, upcoming actions, draft sections, issues/risks.
- Ongoing coordination with participating jurisdictions, WVEMD, state agencies, federal partners (as needed), utilities, NGOs, and private sector stakeholders.

##### **B. Public & Stakeholder Engagement**

- Public Engagement Strategy aligned with FEMA Policy Guide Element A2-a, including inclusive outreach and ADA access.
- At least two public meetings and multiple stakeholder workshops; maintain online engagement and comment collection.

- Document outreach (dates, attendees, input) and how comments influenced the plan.

### C. Risk Assessment (Update & Enhancement)

- Update all hazard profiles per 2025 FEMA methodology; include historic events and future conditions as directed in policy.
- Integrate WVU TEIF-TEAL Risk Study Assessment; use best-available data (FIRMs, HHPD, critical facilities, demographics, vulnerability indices).
- Perform quantitative exposure/vulnerability analyses for people, built environment, community lifelines, and natural/cultural resources.

### D. Mitigation Strategy

- Evaluate status of previous actions; update with new projects including scope, lead, partners, timeframe, and funding.
- Prioritize actions with consideration of benefits, feasibility, and alignment with NFIP CRS improvements (current CRS: Berkeley 7; Morgan 9).
- Identify implementation pathways and monitoring indicators.

### E. Plan Drafting, Review & Approval

- Prepare Administrative Draft for Region 9 review; revise and produce State/FEMA Review Draft.
- Address WVEMD/FEMA comments and prepare Final Draft for formal approval.
- Support adoption (templates and briefings) and provide final FEMA-approved plan.

### F. Deliverables

- Editable master files (Word) and accessible PDFs.
- Five (5) hard copies and five (5) digital copies (USB).
- All GIS layers, maps, and data dictionaries.
- Public engagement record and technical appendices.

## 4. Projected Schedule & Milestones\*

Responsibility	Milestone	Target Date
Region 9	RFQ Issued	March 11, 2026
Offeror	SOQ Due (3 hard copies + 1 electronic)	April 10, 2026, 2:00 PM ET
Offeror	Interviews	April 22, 2026
Region 9	Notice of Intent to Award	April 27, 2026
Contractor	Kickoff Meeting	TBD

Contractor	Draft Risk Assessment	TBD
Contractor	Public Meeting & Outreach	TBD
Contractor	Final Draft to WVEMD/FEMA	TBD
Jurisdictions	Plan Adoption	January 2027
FEMA	Approved Pending Adoption (APA)	Before January 1, 2027

\*The schedule and timeline provided in this Request for Qualifications (RFQ) are for informational purposes only and are subject to change at the sole discretion of Region 9. Region 9 reserves the right to modify, extend, suspend, or cancel any dates or deadlines associated with this RFQ at any time and without prior notice. Such modifications shall not constitute a basis for any claim against Region 9 by any respondent or interested party.

Issuance of this RFQ does not obligate Region 9 to award a contract, to pay any costs incurred in the preparation or submission of responses, or to procure or contract for any services. Any contract award resulting from this RFQ is contingent upon the receipt and availability of funding, including approval and award by the Federal Emergency Management Agency (FEMA). In the event that FEMA funding is not awarded, is reduced, or is otherwise unavailable, Region 9 reserves the right to cancel this RFQ or terminate the procurement process without obligation or liability to any respondent.

## 5. Submission Instructions

Submit three (3) hard copies and one (1) electronic copy (USB or email) of the SOQ by the Due Date indicated in Section 4.

Hard Copy Delivery: Region 9 Planning & Development Council, Attn: Josephine Saikali, 226 Pilot Way, Suite E, Martinsburg, WV, 25405.

Electronic Copy: [jsaikali@region9wv.com](mailto:jsaikali@region9wv.com).

Label the package: "SOQ – Region 9 HMP Update".

Questions must be submitted by email; responses will be posted via addendum.

## 6. SOQ Content & Page Limits

- Cover letter and primary contact.
- Firm qualifications and relevant project experience (last 3 years) with references.
- Project understanding and approach (risk assessment, engagement, GIS, plan drafting).
- Team organization, key staff resumes (abbreviated), and roles.
- Proposed schedule and management plan.
- Disclosures (SAM.gov status, debarment, lobbying).

Recommended limit: 20 pages (excluding resumes and forms).

## **7. Evaluation & Selection (WV §5G-1-3)**

- Qualifications-Based Selection (QBS): committee will evaluate SOQs and select a minimum of three firms for interview.
- Committee will rank the most highly qualified firms and negotiate scope and price in order of ranking.
- If unable to reach agreement with the top-ranked firm, Region 9 will negotiate with the next ranked firm, and so on.
- Region 9 reserves the right to reject any or all submissions.

## **8. Administrative Requirements**

- Compliance with FEMA, DHS, and WVEMD requirements and guidance for mitigation planning.
- All work products become property of Region 9; provide editable files.
- Non-discrimination statement and DBE utilization efforts.
- Insurance and licensing as required by law.
- Funding contingency: contract award and performance are contingent on obligation of federal funds.

## **Appendix A – Federal Contract Provisions (2 CFR Part 200, Appendix II)**

The contract resulting from this RFQ will include the following provisions, as applicable, pursuant to 2 CFR §200.327 and Appendix II. Required language is included where prescribed; otherwise substantially similar language will be used consistent with local law.

### **A. Remedies for Breach (Contracts > Simplified Acquisition Threshold)**

Contracts above the Simplified Acquisition Threshold will contain administrative, contractual, or legal remedies in instances of contractor violation or breach of contract terms, and provide for such sanctions and penalties as appropriate.

### **B. Termination for Cause and Convenience (Contracts > \$10,000)**

All contracts in excess of \$10,000 will address termination for cause and for convenience by Region 9, including the manner by which it will be effected and the basis for settlement.

### **C. Equal Employment Opportunity (Construction only)**

If this procurement results in a federally assisted construction contract, the contract will include the Equal Opportunity Clause at 41 CFR 60-1.4(b).

#### **D. Davis-Bacon Act (Construction, if required by program legislation)**

If required by Federal program legislation and applicable to construction > \$2,000, the contract will include Davis-Bacon Act provisions and DOL wage determinations.

#### **E. Copeland Anti-Kickback Act (Construction)**

For applicable construction contracts, the contractor must comply with 29 CFR Part 3.

#### **F. Contract Work Hours and Safety Standards Act (Construction/Mechanics & Laborers)**

For applicable contracts, the contractor must comply with 40 U.S.C. 3701-3708.

#### **G. Rights to Inventions (Experimental/Research only)**

Applies to funded research agreements per 37 CFR Part 401.

#### **H. Clean Air Act & Federal Water Pollution Control Act**

For contracts in excess of \$150,000, the contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), including reporting violations to FEMA and the Regional office.

#### **I. Debarment & Suspension**

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded.

#### **J. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

#### **K. Procurement of Recovered Materials**

Contractor must comply with 2 CFR §200.323 and 40 CFR Part 247, and the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.) regarding procurement of items containing recovered materials for public bodies, to the maximum extent practicable.

#### **L. Access to Records (FEMA-recommended)**

The contractor agrees to provide FEMA, DHS, the Comptroller General of the United States, Region 9, and their authorized representatives access to any books, documents, papers, and records that are directly pertinent to this contract for purposes of audit, examination, excerpts, and transcriptions, for a period of three years after final payment or longer if required by law.

#### **M. Changes/Modifications (FEMA-recommended)**

Any change to the contract must be made by written, bilateral modification that explicitly states the change, any equitable adjustment, and revised terms. No oral modifications are binding.

## **Appendix B – Required Forms & Certifications**

### **1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

### **2) Certification Regarding Lobbying (Byrd Anti-Lobbying Amendment)**

The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, or cooperative agreement; (2) If any funds other than Federal appropriated funds have been paid or will be paid for influencing or attempting to influence the persons listed above, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

Questions & Submissions: [jsaikali@region9wv.com](mailto:jsaikali@region9wv.com) | 226 Pilot Way, Suite E, Martinsburg, WV  
25405