

MARY BETH BOWMAN
DIRECTOR OF COMMERCE
DEPARTMENT OF COMMERCE
AND GOVERNMENT AFFAIRS
CITY OF NORTH LITTLE ROCK, ARKANSAS



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REQUEST FOR PROPOSALS
FOR DISASTER RECOVERY ADMINISTRATIVE SERVICES
North Little Rock, Arkansas

RFP Number: 19-3597 Date Issued: Friday, June 14, 2019

Date & Time Bid Opening: Monday, June 24, 2019 by 11:00 a.m.

If you are obtaining this RFP from our website, please be reminded that addendums may occur. It is therefore advisable that you review our listings (www.nlr.ar.gov) for attachments including any changes to the RFP.

The City of North Little Rock encourages participation of small, minority, and woman own business enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors who require sub-contractors, seek qualified small, minority, and woman businesses to partner with them.

EXECUTION OF BID

Upon signing this page, the organization certifies that they have read and agree to the requirements set forth in this bid including conditions set forth and pertinent information requests.

Name of Firm: _____ Phone No.: _____

Business Address: _____

Signature of Authorized Person: _____

Title: _____ Date: _____, 2019

UNSIGNED BID COVER SHEET WILL BE REJECTED.

REQUEST FOR PROPOSALS
FOR DISASTER RECOVERY ADMINISTRATIVE SERVICES
North Little Rock, Arkansas

1.0 PURPOSE

The City of North Little Rock (hereinafter referred to as "City") is soliciting sealed proposals to provide Disaster Recovery Administrative Services.

2.0 INSTRUCTIONS TO PROPOSERS

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals with an original and five (5) complete copies with all of the information included (each document must be in an individual PDF format file) **no later than Monday, June 24, 2019 by 11:00 a.m.** Hand deliveries must be during office hours of 8:00 a.m. to 4:30 p.m., Monday through Friday to the Commerce Department.

Offers by telephone or telegram shall not be accepted. Also, submitters are instructed NOT to fax their proposal. Faxed proposals shall be rejected as non-responsive regardless of where the fax is received.

Respondents are cautioned that they are responsible for delivery to the specific location cited below. Therefore, if your bid, proposal or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address. Late proposals will not be opened.

It is the sole responsibility of the bidder to ensure that his or her Proposal reaches the City on time. The City shall not be responsible for late deliveries or mail delays. All proposals will be opened publicly.

2.1. Submission of Bids

An original and five (5) copies of the Proposal must be submitted in a sealed envelope and clearly marked "Disaster Recover Administrative Services" written on the outside to:

Mary Beth Bowman
Commerce Department
City of North Little Rock
120 Main Street
North Little Rock, AR 72114

Proposals must be signed by an individual authorized to bind the respondent to the provisions of the RFP and shall remain in full force and effect for ninety (90) days following the date of such opening. Respondent should also be available for a formal presentation, if respondent's proposal is selected as a finalist candidate. Any such formal presentation will be scheduled at a mutually convenient time at proposer's cost.

Ownership of all data, materials, and documentation originated and prepared for the City of North Little Rock pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with Arkansas's Freedom of Information Act.

2.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all proposers. The City is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other City staff regarding the RFP may result in the disqualification of the proposer. Material questions will be answered in writing with an Addendum provided, however, no questions will be taken after 10:00 a.m. on Wednesday, June 19, 2019. It is the responsibility of all proposers to ensure that they have received all Addendums. Addendums can be downloaded from www.nlr.ar.gov. (Click on Government, Commerce and Current Bids and Summaries.)

Questions should be directed to:

Mary Beth Bowman
Commerce Director
mbowman@nlr.ar.gov

3.0 TERMS AND CONDITIONS

- 3.1 The City reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the City, or to award a contract to the next most qualified submitter if a successful submitter does not execute a contract within forty-five (45) days after approval of the selection by the City.
- 3.2 The City reserves the right, and has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the City.
- 3.3 The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- 3.4 Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of sixty (60) days, to provide to the City the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.
- 3.5 Costs of preparation of a response to this request for proposals are solely those of the submitter. The City assumes no responsibility for any such costs incurred by the submitter. The submitter also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
- 3.6 The submitter receiving the award will obtain or possess the following insurance coverages and will provide Certificates of Insurance to the City to verify such coverage.
 - 3.6.1 Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000 for Employers' Liability. Said coverage shall include a waiver of

subrogation in favor of the City and its agents, employees and officials.

- 3.6.2 Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be no less than \$1,000,000 per occurrence, with a \$2,000,000 aggregate.
 - 3.6.3 Business Automobile Liability - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000 per occurrence, Combined Single Limits (CSL) or its equivalent.
 - 3.6.4 Professional Liability (Errors & Omissions) - The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.
- 3.7 The consultant awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the later of final grant closeout or final audit by OMB of any project work performed under contract resulting from this RFP. The City shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to the City, including the Finance Director's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.
- 3.8 It is the intent of the City to enter into a three (3) year term contract, with a renewal clause for two (2) additional one (1) year renewal terms for services as described herein with the approval by both parties.

4.0 PROPOSAL FORMAT

Submitters must respond in the format delineated below.

The following information shall be tabbed to identify the required information. Failure to submit this information will render your proposal non-responsive.

4.1 QUALIFICATIONS OF THE FIRM

The Respondent shall provide a narrative of the firm's qualities and capabilities that demonstrates how the firm will work with the City to fulfill the requirements of this Project. Describe the firm's methods of providing the Disaster Recovery Administrative Services outlined within the Scope of Work. Only past experience as the prime contractor with local governments will be considered. Firm qualifications must include, at minimum, the following:

- 4.1.1 Relevant Experience – Recent experience demonstrating current capacity and expertise in assisting local governments in obtaining reimbursement from state and federal agencies following disaster events.
- 4.1.2 Past Performance on Similar Projects - Provide at least three references for which the firm has performed disaster grant management and administrative services as prime contractor that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.
- 4.1.3 Project Approach – Describe the approach and methodology it will use to accomplish the work herein. The project approach shall include information on schedule and availability where applicable.

4.2 QUALIFICATIONS OF STAFF

Describe the composition and structure of the firm and include the names of persons with an interest in the firm. Key project staff must be full time employees of the proposing firm and have experience, working for the Proposer, in the requirements described within the Scope of Work.

Key Staff – The Respondent shall include a list of the proposed staff that will perform the work required if awarded this contract and a summary of staff qualifications. Provide resume representative of staff likely to be assigned to this project. An organizational chart and management plan should be included in this section. The Respondent shall also include minimum qualifications for each class of employee of the project team and identify his or her role on the team. Include in this section the location of the main office and the location of the office proposed to work on this project.

4.3 TECHNICAL APPROACH

Provide a description of the submitter's approach to the project, to include startup procedures or requirements.

4.4 COST PROPOSAL

Each submitter must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor costs will be billed to the City at cost without markup.

5.0 SELECTION CRITERIA

The following weighted criteria will be utilized to select the consultant awarded this contract.

Criterion	Points
Firm Scope and Capacity	20
Firm Qualifications on Similar Projects including references. Health care experience preferred	20
Staff Qualifications and Experience including demonstration of knowledge of FEMA regulations and procedures.	20
Project Understanding and Approach	20
Knowledge of and Past Work Experience for the State and local resources.	10
Cost Proposal	10
TOTAL	100

6.0 SCOPE OF SERVICES

6.1 BACKGROUND

In the aftermath of a major disaster, the City seeks to protect its interests by securing the services of a qualified disaster recovery consultant as outlined in the following scope of work. The City recognizes that its facilities or operations are damaged and disrupted by a major disaster, and its existing employees and systems need assistance with necessary disaster response and recovery work. In order to ensure a rapid recovery and post disaster redevelopment process, the City will require the services of qualified, experienced professionals to manage state and federal grant management processes.

6.2 SCOPE of WORK

The contractor will provide experienced personnel and resources to complete the following activities:

- 6.1.1 Applicants Briefing and Kick-Off Meeting. Attend meetings with the State/Federal agencies including applicant briefings, kick-off meetings and project specific discussions.

- 6.1.2 Technical Assistance. Provide general financial management advice and assistance including but not limited to:
- Develop and support the ongoing activity of a disaster recovery team to manage the FEMA Public Assistance process;
 - Provide advice as to the disaster recovery team as appropriate and participate in meetings;
 - Provide advice as to the eligibility of facilities, work, and costs and develop justifications for presentation to the State of Arkansas and FEMA with regard to any issues which may arise; and
 - Briefing purchasing, contracting and department personnel on requisite/purchasing procedures and documentation.
- 6.1.3 Correspondence. Prepare correspondence to the State of Arkansas, FEMA and other agencies on behalf of the City as necessary; Prepare a program management plan; Prepare periodic reports to the City as to the status of grant management progress and participate in all status meetings.
- 6.1.4 Inspection/Damage Assessment. Inspect disaster related damage to eligible facilities, identify eligible emergency and permanent work (Categories 6.1.1 through 6.1.7) and review records of emergency expenses incurred by the City.
- 6.1.5 Document. Ensure all eligible damages have been quantified and presented to Federal Inspectors/Project Officers.
- 6.1.6 Financial Tracking. Categorize, record, track and file costs on approved forms in support of the financial reimbursement process. Communicate with City Departments on a daily basis and maintain an up-to-date database of eligible labor, equipment, and materials costs as reported on Event Activity Tracking Forms to prepare daily reports to City management.
- 6.1.7 Financial Management. Assistance in requesting Immediate Needs Funding or Grants Based on Estimates; Development and tracking of plans for Cash flow management and disbursements by State/FEMA; Insurance evaluation, documentation adjusting and settlement services; Tracking project progress, expenditures, reimbursement requests and receipts.
- 6.1.8 Project Worksheet. Prepare Project Worksheets for Categories 6.1.1 through 6.1.7 for review by FEMA and the State ensuring that the scope of work is accurate and comprehensive, estimates are accurate, expenses are eligible and documented, and that projects are categorized as small or large in a manner that ensures prompt and sufficient reimbursement to the City; Attend all meetings with the City, State and FEMA (and/or other Federal agencies) to negotiate individual Project Worksheets as needed.
- 6.1.9 Repair and Restoration. Review the scope of work and bidding procedures of proposed damage repair/reconstruction work for compliance with FEMA requirements.

- 6.1.10 Documentation. Support departments with organizing reimbursable expenses. Review, maintain and ensure accuracy of documentation prepared by City departments.
- 6.1.11 Reporting. Compile and summarize in FEMA approved format Categories 6.1.1 through 6.1.7 costs for presentation to FEMA and the State and inclusion in project worksheets.
- 6.1.12 Provide assistance to departments having difficulty with their claims.
- 6.1.13 Ensure the City meets all deadlines imposed by FEMA and/or the State for documentation, appeals, completion of work, etc.
- 6.1.14 Appeal. If the City disagrees with any FEMA determinations, make all reasonable efforts to resolve any such dispute and/or strategize and write appeals; Provide fully qualified counsel to the City in support of any legal action required as the result of an appeal.
- 6.1.15 Closeout. Preparation of closeout packages including final funding reconciliation, copies of required permits, exemptions or waivers, bid documents, change orders, improved project filings, compliance monitoring, and other documents required or useful for grant closeout review. Prepare all documentation for, and represent the City in, all project closeout activities, Participate in exit conferences with the City, State, and FEMA.
- 6.1.16 Audit. Upon completion of all projects and drawn down reimbursement for all eligible costs, finalize preparations for State and FEMA final inspections and audits.
- 6.1.17 FEMA 404 and 406 Hazard Mitigation Services: Assist in identifying, developing and evaluating opportunities for hazard mitigation projects (Section 404 and 406). Develop hazard mitigation proposals, cost benefit analysis (BCA). Prepare other hazard mitigation services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.
- 6.1.18 HUD Community Development Block Grant Disaster Recovery (CDBG-DR) Support Services: Provide knowledge, experience, and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under Federal Register allocation of the CDBG-DR funds. Conduct unmet needs assessment – particularly housing, infrastructure, and economy. Provide other HUD related technical assistance and consulting services as needed.
- 6.1.19 Other Grant Management Assistance: Provide other state and federal grant management services as needed. Assist the City with the management and administration of other federal grant management programs not identified above.

END OF SCOPE OF WORK

7.0 COST PROPOSAL FORM

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs (including travel, lodging, and per diem) will be billed to the City at cost without mark-up.

POSITIONS	HOURLY RATES
Project Executive	\$
Project Manager	\$
Senior Damage Assessment Estimator	\$
Damage Assessment Estimator	\$
Senior Grant Management Specialist	\$
Grant Management Specialist	\$
Senior Engineer/Planner/Analyst	\$
Engineer/Planner/Analyst	\$
Administrative Assistant	\$

7.1 OTHER REQUIRED POSITIONS

Submitter may include other positions, with hourly rates and attach a job description for each position.

GENERAL TERMS AND CONDITIONS FOR THE CITY OF NORTH LITTLE ROCK, AR

1. When submitting an "Invitation to Bid," the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid."
2. Prices quoted are to be net process, and when an error is made in extending total prices, the City may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.
3. Discounts offered will be taken when the City qualifies for such. The beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.
4. When bidding other than the brand and/or model specified in the "Invitation to Bid," the brand and/or model number must be stated by that item in the "Invitation to Bid," and descriptive literature be submitted with the bid.
5. The City reserves the right to reject any and all bids.
6. The Purchasing office reserves the right to award items, all or none, or by line item(s).
7. Quality, time and probability of performance may be factors in making an award.
8. Bid quotes submitted will remain firm for 30 calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Department of Commerce.
9. Bidder must submit a completed signed copy of the front page of the "Invitation to Bid" and must submit any other information required in the "Invitation to Bid."
10. In the event a contract is entered into pursuant to the "Invitation to Bid," the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.
11. Sales or use tax is not to be included in the bid price, but is to be added by the vendor to the invoice billing to the City. Although use tax is not to be included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
12. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility in North Little Rock. Charges may not be added after the bid is opened.
13. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between them at the discretion of the Department of Commerce..
14. Specifications furnished with this Invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive an equal consideration.
15. Samples of items when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.
16. Bids will not be considered if they are:
 1. Submitted after the bid's opening time.
 2. Submitted electronically or faxed (unless authorized by Purchasing Agent).

17. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.

18.

19. **CONSTRUCTION**

A. Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.

B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.

C. A Performance Bond equaling the total amount of any bid exceeding \$35,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Arkansas Code Annotated Section 22-9-203).

20. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.

21. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.

22. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.

23. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders information ONLY and will be used for tabulation and presentation of bid and the participant reserves the right to increase or decrease quantities as required.

24. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City of North Little Rock may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.

25. Additional information or bid forms may be obtained from:

COMMERCE DEPARTMENT, 120 Main Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501)975-8881 www.nlr.ar.gov

Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, bids must be sealed and mailed or delivered to:

**Commerce Department
120 Main Street (P.O. Box 5757)
North Little Rock, AR 72119**