

CITY OF DIAMONDHEAD ADVERTISEMENT
City of Diamondhead
DISASTER RECOVERY CONSULTING SERVICES

Notice is hereby given that the City of Diamondhead is soliciting responses for **2021-RFP001 DISASTER RECOVERY CONSULTING SERVICES**. Interested and qualified respondents may submit RFP Packages, according to the requirements described herein, to the City of Diamondhead, 5000 Diamondhead Cir, Diamondhead, MS 39525. All RFP Packages are due by or before **10 a.m. (CST) on February 11, 2021**. Any packages delivered to or received after the 10: a.m. deadline will not be considered and shall be returned unopened to the addressee.

The City of Diamondhead seeks professional service assistance to support the CITY's disaster recovery, to expedite financial recovery and mitigation through the Federal Management Agency's (FEMA) Public Assistance (PA) Program and other federal and state programs, to ensure full compliance with all Federal, State, and Local laws in order to limit any subsequent audits and reviews, and to minimize impacts from future disasters. The ideal candidate shall possess demonstrated experience in disaster recovery programs and must have extensive knowledge and expertise in the operations of FEMA PA and Hazard Mitigation Programs.

Any and all questions or requests for information relating to this Request for Proposal shall be **submitted electronically** by or before 10 a.m. February 11, 2021

Contact Information: Jon McCraw, Finance
5000 Diamondhead Circle
Diamondhead, MS 39525
Email: jmccraw@diamondhead.ms.gov
Fax: 228-222-4626 Ext. 1796

Interested firms may not contact any staff member of the City of Diamondhead, except the above referenced individual with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.

Specifications are being made available via hard copy or digital download. Plan Holders are required to log-in or register for an account to view or order bid documents at www.diamondheadbids.com. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders, please contact Plan House at 228-248-0181. No partial specification manuals will be issued. No contract documents (hard copies or electronic copies) will be issued to Contractors within twenty-four (24) hours of the time indicated above for receiving bids. For those interested, bids can be electronically submitted at www.diamondheadbids.com under the project page.

All submittals must be on file with the City Clerk prior to the opening time as stated above. All submittals must be sealed and clearly marked on the outside of the envelope as indicated “2021-RFP001 DISASTER RECOVERY CONSULTING SERVICES” to be opened February 11, 2021. Submittals submitted by “Express/Overnight” services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence.

Envelopes not so marked are submitted at the risk of the prospective Submitter and the City assumes no responsibility for the premature opening of same by any City employee.

Submittals sent through the U.S. Mail are done so at the risk of the Prospective Vendor and should be addressed to the City of Diamondhead, in care of the City Clerk's Office, 5000 Diamondhead Circle, Diamondhead, Mississippi, 39525. The City is NOT responsible for submittals that arrive in the mail after the designated opening time. Submittals may be delivered in person to the City Clerk's Office located at 5000 Diamondhead Circle, Diamondhead, Mississippi until 10:00 a.m. on February 11, 2021.

The City Manager or Authorized Representative will meet at the time and in the place stated first above in this Notice and will then and there open, read aloud, consider and take such action as the Governing Body may then determine on proposals received in accordance with this Notice. The Governing Body reserves the right to reject any and all proposals and to waive informalities.

If the city is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors/Contractors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. **The city shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the city as a result of a Force Majeure Event.** Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid by the city prior to the new date and time of the bid opening.

Any contract awarded under this Invitation for Proposals may be paid for in whole or in part with Federal Public Assistance funding through the Federal Emergency Management Agency ("FEMA"), Mississippi Emergency Management Agency ("MEMA") and/or other sources of recovery funding in the aftermath of Hurricane Zeta. Any contract resulting from this solicitation may be subject to any terms and conditions of applicable federal and/or state funding, such as funding through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as Amended (Stafford Act), Title 42 of the United States Code (U.S.C.) § 5121 et seq., all applicable terms and conditions in 44 C. F. R. Part 206, 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable.

Minority and women's business enterprises are solicited to submit a bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

All firms submitting a bid **MUST** make positive efforts to use small and minority owned business and women business enterprises. See 2 C. F. R. §200.321 *Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.*

Publish Wednesday, 1/13/2021 and Wednesday 01/20/21

By Order of the Governing Body of the City of Diamondhead, this the 5th day of January, 2021.

Jeannie Klein
Clerk of the City of Diamondhead
Diamondhead, Mississippi

By_____

(SEAL)

**REQUEST FOR PROPOSALS
CITY OF DIAMONDHEAD
DISASTER RECOVERY CONSULTING SERVICES**

I. INTRODUCTION

A. Purpose:

The City of Diamondhead (CITY) is accepting sealed Request for Proposal packages. The purpose of this Request for Proposals is to solicit responses from qualified firms to provide professional service assistance to support the CITY's disaster recovery for all future declared disasters, to expedite financial recovery and mitigation through the Federal Management Agency's (FEMA) Public Assistance (PA) Program and other federal and state programs, to ensure full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews, and to minimize impacts from future disasters.

B. RFP Contact Information for Questions:

Any and all questions or requests for information relating to this Request for Proposal shall be submitted in writing by or before 10 a.m. February 11, 2021.

Contact Information: Jon McCraw, Finance

5000 Diamondhead Cir
Diamondhead, MS 39525
Email: jmccraw@diamondhead.ms.gov
Fax: 228-222-4626 Ext 1796

II. Interested firms may not contact any staff member of the City of Diamondhead, except the above referenced individual with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.

A. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a CITY-issued Addendum. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the CITY to any requirements, terms or conditions not stated herein.

The CITY shall make every possible, good faith effort to issue any and all addenda no later than three (3) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

B. Due Date & Location:

Responses may be submitted electronically through the Plan Room or by mail or in-person to and received by the City of Diamondhead by or before 10 a.m. on February 11, 2021. Any packages received after this deadline will be deemed unresponsive and shall be returned to the addressee unopened.

RFP Packages shall be delivered to:

City of Diamondhead
Attn: Jeannie Klein, City Clerk
5000 Diamondhead Circle
Diamondhead, MS 39525
RE: Disaster Recovery RFP

C. RFP Response Packaging Instructions:

To be considered, submit the RFP Package which shall include all required documents and any supplemental information. RFP Packages must be clearly marked in the Subject line: **DISASTER RECOVERY CONSULTING SERVICES.**

1. Each package submitted must also have the respondent's company name and mailing address marked plainly on the email.

D. Evaluation of Responses:

All properly submitted RFP Packages may be evaluated by an Evaluation Committee if administration determines. If so, each Evaluation Committee Team Member will receive a set of all of the RFP packages submitted, a copy of the RFP document with all issued Addenda.

The CITY desires to avoid the expense to all parties of unnecessary presentations; however, the CITY may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the CITY elects to conduct oral interviews or presentations, selected firms will be notified.

CITY Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the CITY prior to recommending approval of award.

The City of Diamondhead reserves the right to reject any or all proposals, waive minor formalities or award to/negotiate with the firm whose proposal best serves the interest of the CITY.

E. Contract Award:

A decision shall be made to enter into negotiations with the selected firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a contract for the services described herein.

F. Contract Performance:

At any point in time during the term of the Contract with the awarded Consultant, CITY Staff may review records of performance to ensure that the Consultant is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The CITY may place said contract on probationary status and implement termination procedures if the CITY determines that the Consultant no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

III. GENERAL REQUIREMENTS

A. Background:

The City of Diamondhead seeks professional service assistance to support the CITY's disaster recovery for future events, to expedite financial recovery and mitigation through the Federal Management Agency's (FEMA) Public Assistance (PA) Program and other federal and state programs, to ensure full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews, and to minimize impacts from future disasters. The ideal candidate shall possess demonstrated experience in disaster recovery programs and must have extensive knowledge and expertise in the operations of FEMA PA and Hazard Mitigation Programs.

B. Scope of Work:

Specific tasks include, but are not limited to, the following:

FEMA Public Assistance Advisory Services

Possess extensive knowledge related to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44CFR and 2 CFR 200), and Sandy Recovery Improvements Act (SRIA) of 2013 including alternative procedures for public assistance and debris removal.

Develop a process/system for the CITY, from inception through the project closeout, to prepare and submit its PA program; this is to include documentation, procurement and contract, payroll, and grant submission support.

Develop processes for obtaining, analyzing and gathering field documentation including, but not limited to, records related to procured goods and services, timekeeping, and force account labor and equipment; this should include processes for disaster debris monitoring services.

Attend all meetings with FEMA, state and insurance representatives, as well as participate regularly with the CITY's designated FEMA workgroup.

Identify and communicate risks within the CITY's operation that could preclude its ability to optimize reimbursement.

Possess the expertise to assist in the preparation of accurate PA emergency and permanent work project estimates including but not limited to recognized cost estimating, developing detailed damage descriptions and dimensions, scope of work, and proper identification of force account labor and equipment.

Financial, Payroll, and Grant Management

Ensure CITY disaster recovery and restoration processes comply with laws, regulations and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.

Possess the expertise to assist in all disaster-recovery financial reimbursement and reporting processes from FEMA, State or other agency. Ensure there are no duplications of submission if varying agencies are involved.

Possess the expertise to assist the CITY through FEMA, State (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of CITY personnel policies to ensure compliance for eligible cost reimbursement.

Possess the expertise to assist the CITY through FEMA, State (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services. Provide oversight of contractor's billing to ensure all costs eligible for disaster grant funding are documented and claimed.

Perform intervallic review and reconciliation of actual project spending to ensure project costs are accurately captured.

Ensure CITY documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

Procurement and Contract Management/Monitoring Support

Ensure CITY disaster recovery and restoration procurement processes comply with laws, regulations and guidelines as required by FEMA, State or other agencies.

Possess the expertise to assist in the review of CITY purchasing policies to ensure compliance for eligible cost reimbursement from FEMA, state or other agencies.

Ensure CITY documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

Information Technology & Data Management

Possess the expertise to assist CITY staff in the development of IT solutions that support the management and implementation of disaster recovery programs.

Develop processes for the CITY to properly collect data and document information as necessary to optimize compliance with FEMA, state, or other agencies.

Ensure CITY documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

Insurance and Other Funding Support

Review and understand the CITY's insurance coverage in order to ensure the CITY's disaster recovery and restoration processes comply with laws, regulations and guidelines as required by FEMA, state, or other agencies.

Develop process to assist the CITY in routing eligible expenses correctly, including insurance coverage guidelines.

Possess the expertise to assist the CITY with identifying other disaster recovery funding opportunities, including Community Development Block Grant Disaster Recovery programs.

Ensure there are no duplications of funding or submissions if varying agencies are involved.

Hazard Mitigation Support

Provide expertise in identifying, developing and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events.

Possess the expertise to assist the CITY in preparing relevant documentation and analysis related to hazard mitigation grant programs.

Ensure CITY hazard mitigation programs comply with laws, regulations and guidelines as required by FEMA, state or other agencies.

Emergency Management Support Services

Provide expertise related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review and test of plans related to future events.

CFR 200 Compliance Language Procurements

While assisting the CITY with project procurements or in the event the vendor must procure additional resources post-contract award, the awarded Proposer will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of Federal, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

Vendor Billing

The winning vendor will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the CITY. All direct project costs will be concisely billed to specific project codes established by the CITY. Vendor invoices will be categorized by project code and must include:

- a. Name
- b. Position
- c. Billing Rate
- d. Total Hours
- e. Costs
- f. Project
- g. Sub-task

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]-Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City of Diamondhead. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

C. Sub-Contractors:

If the Consultant elects to sub-contract with any firm, for any portion of the work, the Consultant shall be responsible for all work performed by any sub-contract and the Consultant shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under Section 3: Qualifications and Experience. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the CITY's request, provide all internal sub-contractor documentation for federal reimbursement review.

If no sub-contractors are proposed, so state there on.

At any time, the CITY may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the CITY, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the CITY will notify the Respondent in writing if the CITY, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the CITY then may disqualify the Respondent, at no cost to the CITY.

The CITY reserves the right to disqualify any Consultant, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the CITY, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the CITY.

III: CONTRACT REQUIREMENTS

A. Insurance Requirements:

The Consultant shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City of Diamondhead. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The Consultant shall furnish proof of Insurance to the City of Diamondhead prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY. Certificates shall specifically include the City of Diamondhead as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this Contract.

Certificate Holder Address: City of Diamondhead
5000 Diamondhead Cir
Diamondhead, MS 39525

The Consultant shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Consultant, or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Consultant shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Consultant shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

In the event of unusual circumstances, City of Diamondhead may adjust these insurance requirements.

B. Licenses, Permits & Fees:

The Consultant shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Consultant.

C. Contract Agreement & Term:

The intent of the City of Diamondhead is to select the number one ranked firm through the evaluation process and to award a contract upon successful negotiations to that firm. It is anticipated that the CITY will issue a professional services contract for the duration of the project. The initial contract term shall be for a period of two (2) years, with an option to renew in one-(1) year increments, for a period of three (3) one-year renewals. The CITY reserves the right to renew the contract beyond the three (3) one-year renewals if it serves the best interest of the CITY. In addition, it is understood that upon the seating of a new city council, this contract requires ratification by the new council.

It is expressly understood that the CITY's selection of any proposal does not constitute an award of a contract agreement with the CITY. Once the CITY has selected a proposal, contract negotiations will follow between the CITY and the selected respondent; it is further expressly understood that no contractual relationship exists with the CITY until a contract has been executed by both the CITY and the selected respondent. The CITY reserves the right to delete, add to, or modify one or more components of the selected Respondent's proposal in order to accommodate changed or evolving circumstances that the CITY may have encountered since the issuance of the RFP.

D. Governing Laws & Regulations:

It shall be the responsibility of the Consultant to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this contract. The contract agreement shall be governed by the laws of the State of Mississippi and the CITY, both as to interpretation and performance.

E. Termination

Failure on the part of the Consultant to comply with any portion of the duties and obligations under the contract agreement shall be cause for termination. If the Consultant fails to perform any aspect of the responsibilities described herein, the CITY shall provide written notification stating any and all items of non-compliance. The Consultant shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or if acceptable corrective action as approved by the CITY, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by the CITY for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, the CITY may terminate the contract agreement at any time, without cause, upon thirty (30) days written notice to the Consultant.

F. Indemnification:

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City of Diamondhead, and employees from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

G. Trade Secrets:

To invoke the provision of the State of Mississippi, Trade Secrets, or other applicable law, the requesting firm must mark each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of the State of Mississippi, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

H. Public Records:

In accordance with the State of Mississippi (Public Records Law) and the Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are public record. Also, please be aware that the City of Diamondhead publishes bid proposals on its agenda for public review. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

IV: REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Respondent Responsibilities:

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the CITY. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the CITY for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of the City of Diamondhead and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the CITY.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal February 11, 2021.

B. RFP Package Submittal Format:

The RFP Package format must sufficiently address and demonstrate all required components and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

Section

- 1 RFP Cover Page
- 2 Cover Letter
- 3 Qualifications and Experience
- 4 Proposed Strategy and Technical Approach
- 5 Auditing History
- 6 Proposed Pricing
- 7 Socioeconomic Contractors
- 8 Administrative Information

C. RFP Package Components:

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one Electronic, pages, numbered, 1-inch margins, typewritten with Times New Roman style and 12 size font, **maximum 25 pages**. Additionally, all headings, sections and sub-sections shall be identified appropriately. All documentation shall be **exact order and format as shown below**. No exceptions to this format will be accepted.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified as follows:

Section 1: RFP Cover Page (Complete and Submit)

Section 2: Cover Letter

Provide a cover letter **not exceeding two pages**, which is signed by an officer of the firm who is responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and e-mail address;
- Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP;
- A brief statement of the respondent's understanding of the services required and qualifications to provide disaster recovery consulting services;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- Such other information as the respondent deems appropriate.

Section 3: Qualifications and Experience

In this section, respondent shall provide firm and staff qualifications and demonstrate the firm's prior experience in providing disaster recovery consulting services in accordance with FEMA and other federal programs. Respondent shall clearly demonstrate an understanding of the scope of work and other technical or legal issues related to the project. Provide history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited.

Provide copies of the following, if applicable:

- Proper and valid licensing to conduct business in the State of Mississippi
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Certification(s)
- A list of Sub-Contractors with credentials and related experience

Section 4: Proposed Strategy and Technical Approach

In this section, respondent shall provide the firm's proposed strategy in representing the CITY in responding to declared disasters, and shall also provide the firm's technical approach to perform the scope of services requested to include procedures, methodologies, resources, systems, etc.

Section 5: Auditing History

In this section, respondent shall demonstrate the firm's prior experience in defending and maintaining FEMA and other federal program reimbursements.

Section 6: Proposed Pricing

In this section, respondent shall fill out and submit the proposed rates on the rate sheet provided herein. Any and all positions that may perform any work required under the scope of services should be included in this rate sheet. Proposed base rates, fringe & overhead, profit, and proposed billing rates shall be provided by each respondent. Please provide the name and specific office location for the staff member holding each position. For evaluation purposes, the CITY will calculate an average base rate for each respondent, using all of the proposed base rates submitted on the rate sheet. Respondents shall be scored based on a pro-rata distribution of points according to the average base rate for each Respondent. The Respondent with the lowest average proposed base rate shall receive the maximum points possible, and all other Respondents shall receive a score based on the formula provided herein.

Section 7: Socioeconomic Contractors

Provide current copy of certificate of MBE/WBE/DBE.

Section 8: Administrative Information

Please include the following:

- Proof of Liability Insurance and its limits
- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form
- Acknowledged Addenda

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

| Evaluation Criteria | Possible Points |
|---|------------------------|
| • General Qualifications' Experience and RFP Compliance | 30 |
| • Proposed Strategy and Technical Approach | 25 |
| • Audit History | 20 |
| • Proposed Pricing | 10 |
| • Socioeconomic Contractor and Administrative Information | <u>15</u> |
| • TOTAL POINTS | 100 |

ATTACHMENTS/FORMS

2021-RFP001
REQUEST FOR PROPOSALS DISASTER
RECOVERY CONSULTING SERVICES
2021-RFP001

COVER PAGE

SUBMIT ONE ELECTRONIC VERSION VIA www.diamondheadbids.com or EMAIL or Plan House:

CITY OF DIAMONDHEAD
Attn: Jeannie Klein, City Clerk
jklein@diamondhead.ms.gov

COMPANY NAME: _____

DATE: _____

ATTACHMENT A
HOURLY RATE FORM

Key Program Management Personnel: The Proposer shall identify Key Program Management Personnel for the Project. Provide detailed resumes (limited to two pages) of Key Program Management showing related experience.

PROGRAM MANAGEMENT

| <u>Position</u> | <u>City/State</u> | <u>Hourly Rate</u> |
|------------------------|--------------------------|---------------------------|
| Program Manager | _____ | _____ |
| Deputy Program Manager | _____ | _____ |
| Program Administrator | _____ | _____ |
| Project Coordinator | _____ | _____ |
| Subject Matter Expert | _____ | _____ |

Other Program Staff: The Proposer shall identify Other Program Staffs hourly rate. The Proposer may add additional lines if necessary.

CONSTRUCTION & OPERATIONS

| <u>Position</u> | <u>City/State</u> | <u>Hourly Rate</u> |
|------------------------|--------------------------|---------------------------|
| Cost Estimating | | |
| On-Site Inspector | _____ | _____ |
| Construction Manager | | |
| Resident Engineer | _____ | _____ |

PROGRAM & ADMINISTRATIVE SUPPORT

| <u>Position</u> | <u>City/State</u> | <u>Hourly Rate</u> |
|---|--------------------------|---------------------------|
| Financial Lead | | |
| Project Manager | _____ | _____ |
| FEMA Coordination | | |
| Subject Matter Expert Funding Assistance Database Manager | _____ | _____ |
| Procurement and Contracting Scheduling Administrative Assistance Senior Adviser | _____ | _____ |

All hourly rates provided shall be inclusive of all expenses incurred. Submitted by:

Authorized Signature, Title

Date

Consultant Firm Business

REQUEST FOR PROPOSALS DISASTER RECOVERY CONSULTING SERVICES

Company Name: _____

City of Diamondhead Drug-Free Workplace Form

The undersigned firm hereby certifies that

_____ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in the CITY's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, not if the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of the State of Mississippi or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.

Signature

Date

REQUEST FOR PROPOSALS

2021-RFP001 DISASTER RECOVERY CONSULTING SERVICES

AFFIDAVIT

TO: CITY OF DIAMONDHEAD

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ CITY OF _____ Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is _____ (Title) of _____ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for **2021-RFP001 DISASTER RECOVERY CONSULTING SERVICES**.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Proposer)

By _____

(Title)

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me this ____ day of _____, 20__ , by _____

who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:

VENDOR ON ALL CITY PROJECTS MUST EXECUTE AND ATTACH AFFIDAVIT TO EACH PROPOSAL.

REQUEST FOR PROPOSALS

2021-RFP001 DISASTER RECOVERY CONSULTING SERVICES

AFFIDAVIT

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF _____, being of lawful age and being duly sworn I, _____
_____, as _____ (ex. CEO, officer, president, duly authorized

representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this ___ day of _____ 20__ .

Signature of Affiant

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me this ___ day of _____ 20__ , by _____

who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:

REQUEST FOR PROPOSALS DISASTER RECOVERY CONSULTING SERVICES

City of Diamondhead Conflict of Interest Disclosure Form

Project (2021-RFP001) Number/Description: 2021-RFP001 Disaster Recovery Consulting Services

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of the City of Diamondhead ("CITY"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the CITY.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the CITY. Consultants/Contractors, therefore, must there avoid situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the CITY.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the CITY.

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s) _____
Signature _____ PrintName/Title _____

Signature _____ Print Name/Title _____

VI: OPTIONAL CHECKLIST

REQUEST FOR PROPOSALS DISASTER RECOVERY CONSULTING SERVICES 2021-RFP001

| SECTION | ATTACHMENT NAME | CHECKBOX | CITY USE |
|------------------|---|-----------------|---------------------|
| Section 1 | RFP Cover Page | | |
| Section 2 | Cover Letter | | |
| Section 3 | Qualifications and Experience | | |
| | Proper and Valid Licensing for conducting business in State of LA | | |
| | Current Applicable Department of Regulation License(s) | | |
| | Current Applicable Certification(s) | | |
| | List of Sub-Contractors with credentials & related experience | | |
| Section 4 | Proposed Strategy & Technical Approach | | |
| Section 5 | Auditing History | | |
| Section 6 | Proposed Pricing / Rate Sheet Attachment "A" | | |
| Section 7 | Socioeconomic Contractors | | |
| Section 8 | Administrative Information (include the following): | | |
| | Proof of Liability Insurance and Limits | | |
| | Drug-Free Workplace Form | | |
| | RFP Affidavit | | |
| | RFP Affidavit of Solvency | | |
| | Conflict of Interest Disclosure Form | | |
| | Acknowledged Addenda | | |
| | | | |
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