

Mandy L. Green, Mayor

Notice to Proposers: Disaster Recovery Consultant Services

Proposals will be received by the Village of Elizabeth until 3:00 p.m., Monday, September 28, 2020. Proposals will be opened, read aloud, and evaluated by the designated Municipal personnel after the submission deadline has passed for the following project:

RFP #01-09242020 Disaster Recovery Consultant Services

Due Date: Monday, September 28, 2020, 3:00 PM

The successful Proposer must supply the **Village** with all required documentation as specified per the attached requirements. Said proposer must also be in Good Standing and licensed to do business in the State of Louisiana.

Electronic Submissions:

Electronic proposals will be accepted until the date and time indicated and may be emailed to: dlee@villageofelizabeth.com and must indicate the RFP # in subject. Emails received will remain unopened until after the due date and time. An effort should be made to consolidate attachments into as few separate files as possible.

Physical Submissions:

The RFP number must appear on the outside of the envelope in which your proposal is submitted. Proposals without these identification numbers will be subject to disqualification and non-consideration. Interested firms must submit one original and four (4) copies of their Proposals to the Owners.

Proposal instructions and specifications may be obtained from the Elizabeth Village Hall Office:

230 Poplar Street Elizabeth, LA 70638 (318)-634-5100 – Fax (318)-634-7881 dlee@villageofelizabeth.com www.villageofelizabeth.com

on Mondays through Fridays between the hours of 8:30 am and 3:00 pm, or by downloading the information from the Village of Elizabeth www.villageofelizabeth.com

Proposals will be received at the above address from each proposer or their agent and given a written receipt, by certified mail with return receipt requested.

Mandy L. Green, Mayor

Denise Lee, Clerk

Mandy L. Green, Mayor

REQUEST FOR PROPOSALS FOR DISASTER RECOVERY CONSULTANT SERVICES

1. Instructions to Proposers

1.1 Issuing Office and Owner Contacts:

This RFP is issued by the Village of Elizabeth the incorporated municipal of the Parish of Allen which is the only authorized entity to change, modify, and clarify, etc., the provisions of this RFP and to award any contract(s) resulting from this RFP.

1.2 Schedule of Events:

Listed below are the key action dates/times for this RFP. If the **Village** finds it necessary to change any of the dates indicated below an addendum to the RFP will be issued.

Event:

Date:

RFP Issued

September 25, 2020

Proposal Due Date

September 28, 2020, 3:00 PM (CST)

Anticipated Award Date

September 29, 2020, 10: AM

Note: The above dates are subject to change at the option of the Village.

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions and site condition (if applicable). The proposer agrees and acknowledges all RFP specifications, terms, and conditions and indicates the ability to perform by submission of a proposal. By the submission of a proposal, the proposer certifies that if awarded a contract, they will make no claim against the **Village** based upon ignorance of conditions or misunderstanding of the specifications.

1.3 Proposer Questions:

Each Proposer shall exercise their best professional, independent judgment in analyzing the requirements of this RFP to ascertain whether additional clarification is necessary or desirable before responding. If there are any discrepancies in, omissions to, or questions about the information provided in the RFP or by any other source, a request shall be submitted to the Village of Elizbeth (contact information stated in the Notice to Proposers).

Additionally, Proposers may submit their questions in writing to Village of Elizabeth, Denise Lee, Village Clerk, via email at <u>dlee@villageofelizabeth.com</u> and the individual Proposer questions shall be made available to all Proposers.

All contacts during the proposal process shall be through the Village of Elizabeth. Attempts by the proposer to contact department representatives may result in disqualification of the proposer from the proposal process.

Mandy L. Green, Mayor

11.4 Addenda to the RFP: Any changes, additions, or deletions to this RFP shall be in the form of written addenda issued by the Village electronic notification. Any addenda to this RFP shall be distributed to all participating proposers via electronic notification. The Village shall not be responsible for failure of any prospective Proposer to receive such Addenda. All Addenda shall become part of the RFP.

1.5 Instructions for Submitting Proposals:

Proposals shall be submitted by either electronic means to: <u>dlee@villageofelizabeth.com</u> or physically delivered by hand or mail to the Elizabeth Village Hall.

Proposals submitted through any other means shall not be accepted and late proposals will be rejected.

Proposers shall provide a complete response to all prerequisites, questions and/or information in the RFP as requested.

1.6 Proposal Receipt:

The Village reserves the right to reject any or all proposals or to waive any informalities or minor irregularities in a proposal.

1.7 Restriction on Communications:

Proposers are not permitted to communicate with the **Village's** staff regarding this solicitation during the period between the Request for Proposal issue date and the announcement of award(s).

If Proposer is found to be in violation of this provision, the **Village** reserves the right to reject their proposal without redress.

1.8 Proposal Format and Required Submittals:

Proposers shall provide a written proposal addressing the full scope specified under this RFP. Proposals in any other format as described in this RFP shall be considered informal and will be rejected. Conditional proposals shall not be considered. If the Proposer fails to provide any of the information, the **Village** may at its sole discretion, evaluate the proposal with the missing information.

1.9 Proposer Representation:

Each Proposer, by submitting a proposal, represents that he/she has:

- Read and completely understands the RFP and associated documents
- · Based their proposal submittal upon the requirements described in the RFP

1.10 Simplicity of Preparation:

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capability to satisfy the requirements of the RFP. Emphasis shall be on completeness and clarity of content. Promotional materials are especially discouraged.

Mandy L. Green, Mayor

1.11 Complete Proposals:

All proposals shall be full and complete at the time of the proposal opening.

1.12 Meet / Exceed Specifications:

Proposers are expected to meet or exceed the specifications in their entirety. Each proposal shall be in accordance with these specifications. If products and/or services as proposed do not comply with specifications as written, proposer shall attach to their proposal a complete detailed itemization and explanation for each deviation or variation from these specifications. Absence of any such itemization and explanation shall be understood to mean that proposer proposed to meet all details of these specifications. Successful proposer (Consultant) delivering products and/or services pursuant to these specifications shall guarantee that they meet specifications as set forth herein. If found that materials/equipment and/or services delivered do not meet requirements of these specifications, the successful proposer shall be required to correct it at proposer's own expense.

1.13 Mutually Extended Pricing and Terms:

Proposer agrees to extend the pricing basis, term, and conditions of the Agreement to the Village under the terms of the Agreement. The Village may determine their specific scope of services for their individual department. The Proposer may make available its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple owners.

All contractual administration issues (e.g. terms and conditions, extensions, and renewals), operational issues, specific requirements per location, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual will be addressed, administered, and resolved by the **Village**.

1.14 Firm Proposals:

All Proposals shall be firm and fixed for one-hundred twenty (120) days following the deadline for RFP submissions, or until a contract is signed whichever comes first.

1.15 Proposal Preparation Costs:

All costs incurred in the preparation and submission of proposal and related documentation, including Proposer presentations to Village (if required), shall be borne by the Proposer.

1.16 Policy on Equal Opportunity in Business Contracting:

Every effort shall be made to ensure that all persons have equal access to contracts and other business opportunities with the **Village** within the limits imposed by law or by the **Village**'s policies. Each Proposer may be required to show evidence of its equal employment opportunity policy.

*** END OF SECTION ***

Mandy L. Green, Mayor

2 Intent and Service Specifications

2.1 Intent

This Request for Proposal (RFP) is issued by the Village to select, through a competitive process, qualified consulting companies to provide guidance and oversight for submissions for Disaster Recovery and Hazard Mitigation Projects for the Village including, but not limited to FEMA, CARES Act, CDC, LCDBG, CWEF, and the US Department of Health and Human Services. Projects currently consist of hurricane/storm damage, debris hauling and monitoring, drainage improvements, flood control improvements, permanent repairs, COVID-19, and CARES Act. The Projects are located in Allen Parish in the incorporated areas of the Village of Elizabeth, LA.

The **Village** has the right to issue task orders for their individual department. The Consultant shall document its services according to task order so that costs are properly differentiated between each department. The **Village** activates the contract will sign the final contract once awarded.

2.2 Scope of Services Overview

Consultant shall assist the Village, along with their designated emergency operations personnel, with the development and administration of the applicable disaster recovery and hazard mitigation projects and shall include oversight, analysis, data collection guidance, coordination, and documentation of information related to FEMA reimbursements and grants, CARES Act, CDC, US Department of Health and Human Services, US Department of Transportation, or any other federal or state grant funding. This service will include identification of the types of information related to any FEMA, federal and state agencies, or other funding/grant or eligible reimbursements, including the identification of the types of information necessary for grant documentation, and advising as needed in gathering such information for all reimbursable costs. Proposer shall provide oversight and any customary analyses and disclosures needed in support of any such grant, along with assisting on the tabulation and analysis of project worksheets, statements and schedules that summarize the grants and cost incurred.

2.3 Contract Period

The Village anticipates to fully execute a two (2) year agreement with three (3) one-year options which shall be executed based on FEMA reimbursement/audit schedules. The agreement is anticipated to be completed and in place no later than Tuesday, September 29, 2020. Oversight and guidance need to begin immediately. Services shall be provided on a time and material basis and shall be all inclusive of materials and software needed to provide the services.

2.4 Scope of Work Specifications

- A. Proposer shall provide extensive knowledge, experience, oversight, technical competence, and applicable review checklists, trackers, accounting system coding and established protocols and procedures related to eligibility and funding requirements to maximize Federal and State assistance.
- B. Proposer shall provide expert programmatic and policy guidance with all disaster cost recovery and document reporting requirements mandated by FEMA, GOHSEP, and other Federal, State, and local agencies.

Mandy L. Green, Mayor

- C. Review the **Village's** current disaster cost recovery tracking systems for disaster grants or provide and establish a database and tracking system that will track the status of each grant, reimbursable expense, and cross reference to supporting files and documentation.
- D. Access the current existing disaster cost recovery plans, policies and procedures and assist with the development of any new procedures needed and proposer shall provide training as needed to staff.
- E. Coordinate development of Project Worksheets and versions as required by FEMA, GOHSEP, and other applicable entities, including scope changes and appeals. Examples include:
 - a. Development of Burn Rate Worksheets
 - b. Disaster Cost Recovery Accounting System Coding
 - c. Financial Aspects of Damage Assessment Planning & Identification of Recoverable Expenses by **Village**.
- F. Assist in obtaining and tracking grant and public assistance funding, including obtaining advance payments on project worksheets of Federal and State disaster recovery grant programs related to a Federal Declared Disaster incident or related insurance claims.
- G. With the assistance of the **Village**, help conduct public hearings. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, et cetera.
- H. Assist in the preparation of all bid documents and supervise the bidding process consistent with state and federal regulations.
- I. Provide assistance and oversight to the **Village** with technically interpreting FEMA or other agency grant procedures, requirements or reimbursement claim processes and guidelines.
- J. Provide access to resources for preventative and suspected/confirmed protocol development related to disaster cost recovery.
- K. Conduct research and make recommendation to the Village's general procurement and financial operations to ensure optimization of FEMA and GOHSEP disaster cost recovery and all eligible expenditures are credited through submitted reimbursements.
- L. Provide GAP analysis on Village's processes and provide guidance to close any identified gaps.
- M. Provide strategic assistance to address unique needs that are not satisfied by routine disaster assistance programs.
- N. Work with and provide oversight to the Claims Unit of the **Village**, as needed throughout the entire process.
- O. Formalize all documentation to be provide in response to GOHSEP and FEMA questions.
- P. Provide a Project Worksheet summary and funding and documentation tracker.
- Q. Provide weekly notes, timelines, and flash reports.
- R. Attend meetings and work closely as needed with FEMA, GOHSEP, and State and local agencies as an advocate to ensure that record preparation, data collection and reimbursement assessments and verifications meet each agency's requirements for reimbursement eligibility.
- S. Attend periodic status meetings and provide a weekly flash report that summarized all recent activities, accomplishments, project worksheet summary and funding tracker, and outstanding document requests/issues and key deadlines and deliverables.
- T. Proposer shall provide a weekly time tracking sheet for all personnel assigned to the **Village's** projects. This tracking sheet shall provide the name of the individual, assignments completed, time to complete task and hourly rate for each individual.

Mandy L. Green, Mayor

- U. Proposer shall review all documentation to validate compliance with regulations, notices, Federal Acts and bills, and justification for project and related extensions.
- V. Review compliance with contracting requirements, including specific review of the tracking and support for labor and equipment hours, any areas of high risk for ineligible costs according to FEMA requirements.
- W. Proposer shall review compliance with procurement regulations for contractors performing disaster recovery work to ensure compliance with Federal regulations.
- X. Prepare construction contracts which comply with State and federal regulations.
 - a. Examples are Conflict of Interest Access to Records, Copeland Anti-Kickback Act, Safety Standards, Archit3ectural Barriers, Flood Insurance, Clean Air and Water Act (for Contracts over \$100,000), HUD Handbook, Title VI, Civil Rights Act, EO 11246 (for contracts over \$10,000), Section 503, et cetera.
- Y. Identify procedures to detect improper payments, out of scope expenses, improper contracts, and other grant payments that could result in cost recovery callbacks, refunds, or de-obligations by Federal, State, or local agencies.
- Z. Review documentation for the appropriate application of insurance proceeds (if applicable) to reduce grant funding.
- AA. Report on each project with recommended remedial actions, where needed.
- BB. Provide assistance in identifying and developing a long-term recovery plans.
- CC. Provide Cost Recovery information work process flow needed for FEMA and GOHSEP.
- DD. Provide technical assistance and document control that meets the FEMA and GOHSEP reimbursement and regulatory requirements for projects.
- EE. Assist the Village's financial department or designee in completing the FEMA Grants Portal Essential Elements of Information (EEI) form and FEMA Request for Public Assistance (RPA) and similar GOHSEP forms for projects.
- FF. Maintain situational awareness of FEMA Category A-G expenditures for reporting purposes to the Owners' senior officials.
- GG. Attend and assist the Village during the State's monitoring visit(s). Prepare Owners' response to any monitoring findings.
- HH. Assist the **Village** in requesting extension requests with FEMA, GOHSEP, Federal, State, and local agencies.
- II. Provide support for denial of reimbursement requests and complex reimbursement issues.
- JJ. For project closeout, the proposer will prepare appeals to the Federal and State governments. prepare projects for audits and responses to audit findings, as requested; provide a final report that will summarize the total reimbursement requested, total expenditures by Project, Federal and State grants received, and any special circumstances.

Mandy L. Green, Mayor

2.5 Reporting

Proposer shall assist the **Village** in regard to the Uniform Rules which authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

A. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

B. Access to Records. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

C. Access to Records. The following access to records requirements apply to this contract:

- The contractor agrees to provide FEMA, GOHSEP, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - 3. The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

2.6 Qualifications and References:

- A. Describe your unique qualifications as they pertain to this project.
- B. Provide a statement on the availability and commitment of the Proposer, its principal(s) and assigned professionals to undertake the Project.
- C. Describe if your company has the ability to start work within 24 hours upon receipt of the agreement. Please describe your response time to inquiries and tasks.
- D. Identify and describe the proposed team's past experience for providing services that are MOST RELATED TO THIS PROJECT within the last five (5) years.
- Provide resumes for all proposed personnel that will be assigned to this project to include the following: i. Experience in the industry in regard to FEMA and all grants for Disaster Recovery
 - ii. Background and education
 - iii. Certifications
 - iv. List disaster recovery projects completed by each proposed team member within

Mandy L. Green, Mayor

the last five (5) years. Provide the project name, location (preferably University) and description.

- E. References (for each project listed above, identify the following):
 - 1. Name and Representative who has served as the day-day liaison during the project, including telephone number and/or email address.
 - 2. Length of business relationship with the firm.

2.7 Company Information and Sustainability Questions:

- A. Is your company certified in the State of Louisiana or other U.S. States as a SBE, DBE, WBE, MBE, VBE, or DVBE? If yes, please submit the requisite certification documentation.
- B. Does your company maintain clear diversity goals, such as with regard to women, veterans, and minorities, and engage in active diversity efforts toward recruitment and retention as well as development and advancement? Please provide at least two examples.
- C. Describe your company's ability to reduce impacts from travel and meetings as part of this service delivery.
- D. Describe how your organization makes available to all employees at the time of hire an employee handbook and/or policies that clearly define the company's commitment to their labor practices, including such topics as wage rates and salaries, benefits, leave, wage deductions, training and other educational opportunities, retirement and pension benefits (including 401k deposits and contributions), antidiscrimination policies, performance management and career paths.
- E. Describe if your organization has a written policy that clearly states a commitment to prevent harassment, discrimination and violence in the workplace, and shall carry out all appropriate actions in a timely manner to address and/or remedy any instances when violations of this policy occur.
- F. Describe if your organization has implemented procedures to document and confidentially report events, complaints, cases, and management responses and actions related to allegations and investigations about harassment, discrimination, or threatening behavior including physical, sexual or verbal abuse.
- G. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under this agreement.
- H. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify dates(s) details, circumstances, and prospects for resolution.
- I. Has your company ever been debarred?

*** END OF SECTION ***

Mandy L. Green, Mayor 3 Basis for Award

3.1 Proposal Evaluation Method:

Contract(s) resulting from this RFP, if any, shall be awarded to the responsive, responsible proposer(s) whose proposal is determined to be advantageous to the **Village** taking into consideration the evaluation factors set forth in the solicitation.

The **Village** may waive irregularities in a proposal if, in the judgment of the **Village**, such action shall not negate fair competition and shall permit proper comparative evaluation of Proposals submitted. The **Village**'s waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP specifications in the event the Agreement is awarded to that Proposer.

The proposal must include a (1) transmittal letter, (2) brief history of the background and experience of firm, (3) a resume of each person in the firm who will be assigned to the project, (4) explanation of any specialized knowledge or experience relevant to the Scope of Work in the RFP, (5) Proposed Approach, and (6) Proposed Compensation. The proposal must also include (7) a list of local governing bodies for which the firm has been under contract with for the same or similar services during the last five calendar years, (8) a list of projects including description and dollar amount for which the firm has provided services similar to Scope of Work in the RFP, (9) a manhour analysis and fee schedule.

Unsuccessful respondents will be notified as soon as possible.

All Proposals must be received no later than 3:00 P.M. on Monday, September 28, 2020. Proposals may be delivered electronically to: dlee@villageofelizabeth.com or physically delivered or mailed to Denise Lee-Clerk/Mandy Green-Mayor, 230 Poplar Street, Elizabeth, LA 70638, (318)634-5100. Respondent is solely responsible to see that the Proposal, if mailed, is received by the Elizabeth municipality prior to the established deadline.

The **Village** reserve the right to reject any or all proposals. Please note the successful company may also be asked to provide similar services for the **Village** under additional contract arrangements. All responses should be sealed and marked on the outside:

RFP #01-09242020 Disaster Recovery Consulting Services: Village of Elizabeth, LA

Mandy L. Green, Mayor

Five (5) copies of the proposal should be provided if submitted physically.

3.2 Evaluation Criteria

Over 20 years

All responses to the proposal will be evaluated according to the following criteria and corresponding point system. The proposal will be evaluated on the basis of written materials. Sufficient information must be included in the proposal to assure that the correct number of points are assigned. Incomplete or incorrect information may result in a lower score.

1.) Price Consideration (10pts.)

Proposed Compensation will be normalized based upon man-hours to a common basis for comparison. The lowest normalized priced proposal will receive the maximum points for price. Other, more expensive proposals will receive reduced amounts of points awarded for price based on the following formula with rounding to the nearest tenth.

Lowest Proposal x 10 Total Possible Pts. = Pts. Allocated to the More Expensive Proposal

2.) Specialized experience of the firm with State or Federal funded grants during past six calendar years:

No previous experience	1-10 pts
Under contract with 1-10 grants during Past	
six calendar years (Identify grantee, size, and type of project)	11-15 pts
Under contract with more than 10 grants	11-15 pts
during past five calendar years	
(Identify grantee, size, and type of project)	16-20 pts
3.) Past Performance on State or Federal funded projects:	
Unsatisfactory	0 pts
Satisfactory	1-10 pts
Very Satisfactory	1-15 pts
4.) Previous Experience with Community or Similar Entity:	
Unsatisfactory or No Previous Experience	0 pts
Satisfactory	1-10 pts
Very Satisfactory	11-15 pts
5.) Familiarity with the type of project applied for:	
Unacceptable understanding	0 pts
Acceptable understanding	1-10 pts
Full understanding	11-20 pts
6.) Length of time the firm has been in business:	
Less than 5 years	0-5 pts
5 to 20 years	6-10 pts

11-20 pts

Mandy L. Green, Mayor

Questions and responses should be directed to:

Denise Lee/ Mayor Mandy Green

230 Poplar St

Clerk/ Mayor

Elizabeth, LA 70638

Elizabeth Village Hall

(318) 634-5100

3.3 Contract Award:

Proposals offering the best value which the **Village**, in their sole discretion, elects to exercise shall be recommended for award.

Should the proposer refuse or fails to accept the tendered contract; the award may be made to one or more of the other proposers in the group.

3.4 Contract Award in Best Interest:

The **Village** reserves the right to accept or reject proposals on each item separately or as a whole, to reject any or all proposals without penalty, to split awards, make multiple awards or no award, to waive any informalities or irregularities therein, and to contract in the best interest of the **Village**, as expressed in this RFP. The **Village** reserves the right to negotiate the proposals, terms and conditions with the proposer offering the best value to the **Village**, in conjunction with the award criteria contained herein, prior to the execution of a contract to ensure a satisfactory contract.

END OF SECTION