

City of Hattiesburg, MS

*200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401*



Special Called Meeting

Friday, March 10, 2017

12:00 PM

Council Chambers

City Council

1. **2017-294** Approve and Authorize Request for Proposals for RFP Number 4295 for Disaster Recovery Consulting Services in accordance with the January 2017 Presidential declaration of a major disaster in Mississippi and associated Public Assistance declarations for the City of Hattiesburg; authorize publication of advertisement for same.
 1. RFP - Disaster Recovery Services

2. **2017-295** Approve and Authorize execution of letter to Mississippi legislators requesting financial assistance to help cover the approximately \$500,000 in recovery and clean-up costs the City has incurred as a result of the tornado that hit Hattiesburg January 21, 2017.
 1. Request for Assistance - Disaster Recovery, 2017
 2. SB 2001 - Louisville Resolution



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-294

MEETING DATE: 03/10/2017

MINUTE BOOK NUMBER:

Brief Title: Approve and Authorize Request for Proposals for RF

Title: Approve and Authorize Request for Proposals for RFP Number 4295 for Disaster Recovery Consulting Services in accordance with the January 2017 Presidential declaration of a major disaster in Mississippi and associated Public Assistance declarations for the City of Hattiesburg; authorize publication of advertisement for same.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: RFP - Disaster Recovery Services

File Created: 03/09/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

ADVERTISEMENT

CITY OF HATTIESBURG RFP NUMBER 4295 DISASTER RECOVERY CONSULTING SERVICES

Notice is hereby given that the City of Hattiesburg, MS is soliciting responses for **RFP NUMBER 4295. DISASTER RECOVERY CONSULTING SERVICES.** Interested and qualified respondents may submit RFP Packages, according to the requirements described herein, to the City of Hattiesburg City Council, 200 Forrest Street, Hattiesburg, MS 39401. All RFP Packages are due by or before **10 a.m. (CST) on April 5, 2017.** Any packages delivered to or received after the 10 a.m. deadline will not be considered and shall be returned unopened to the addressee.

In accordance with the January 2017 Presidential declaration of a State of Mississippi major disaster and associated Public Assistance declarations for the City of Hattiesburg (Categories A-G), the City of Hattiesburg 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.

RFP Packages are available for downloading from _____ or by calling the Hattiesburg City Council Office, 601-545-4551 and requesting Document **No. 4295.** When making a request, please provide the full company name, full company address, company phone number, primary contact and email address.

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. **Friday, March 31, 2017.**

Contact Information: Debbie Bernardo, Clerk of Council
City Council
200 Forrest Street
Hattiesburg, MS 39401
Email: dbernardo@hattiesburgms.com
Fax: (601) 584-4892

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

RFP Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP 4295- DISASTER RECOVERY CONSULTING SERVICES.** Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original paper submittal and seven copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package which shall include all required documents and any supplemental information.

Deliver or Ship RFP Packages to: City of Hattiesburg City Council
200 Forrest Street
Hattiesburg, MS 39401

REQUEST FOR PROPOSALS

CITY OF HATTIESBURG

RFP NUMBER 4295

DISASTER RECOVERY CONSULTING SERVICES

I. INTRODUCTION

A. Purpose:

The City of Hattiesburg City Council 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, 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. **Friday, March 31, 2017**.

Contact Information: Debbie Bernardo, Clerk of Council
City Council
200 Forrest Street
Hattiesburg, MS 39401
Email: dbernardo@hattiesburgms.com
Fax: (601) 584-4892

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

C. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a City-issued Addendum, which shall be distributed to vendors by fax and posted at . 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 seven (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.

D. Due Date & Location:

Packages submitted in response to this Request for Proposal must be delivered to, and received by the City of Hattiesburg City Council by or before 10 a.m. on Wednesday, April 5, **2017**. 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 Hattiesburg City Council
200 Forrest Street
Hattiesburg, MS 39401

E. RFP Response Packaging Instructions:

To be considered, submit one (1) original paper submittal, seven copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package which shall include all required documents and any supplemental information. RFP Packages must be in a **SEALED** envelope/container and clearly marked on the exterior of the package: “**RFP No: 4295 - DISASTER RECOVERY CONSULTING SERVICES**”.

1. Each package submitted must also have the respondent’s company name and mailing address marked plainly on the exterior of the envelope/container.
2. Affix label, found at the end of this RFP document, to sealed envelope/container.

F. Evaluation of Responses:

All properly submitted RFP Packages shall be evaluated by an Evaluation Committee. 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, and an Evaluator’s Score Sheet. The Team shall then evaluate each RFP Package according to the criteria described herein. Each Evaluation Team Member shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any other Evaluation Team Member, or any other individual. Scores for each respondent shall be recorded on the Evaluator’s Score Sheet. The moderator will tally score sheets and verify results, presenting them from highest to lowest.

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. All such presentations or interviews shall be open to the public.

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 Hattiesburg 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.

G. Evaluation Criteria:

It is the intention of the City of Hattiesburg City Council to evaluate and rank the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

<u>Evaluation Criteria:</u>	<u>Maximum Points Per Evaluator:</u>
A. Qualifications and Experience	55
B. Proposed Strategy & Technical Approach	25
C. Auditing History	30
D. Socioeconomic Contractors	5
E. Proposed Pricing	5

Total Maximum Points Possible: 120

H. 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.

I. 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.

II. GENERAL REQUIREMENTS

A. Background:

With the January 2017 Presidential declaration of a State of Mississippi major disaster and associated Public Assistance declarations for the City of Hattiesburg [Categories A – G], the City of Hattiesburg 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.

B. Scope of Work:

Specific tasks include 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.

Develop processes for ensuring compliance related to contract monitoring and contract close-out as required by 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 is 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

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

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 (insert name of sub grantee). 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, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. 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 Hattiesburg. 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 Hattiesburg 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 Hattiesburg 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 Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

The Consultant shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 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 \$2,000,000 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, the City Council 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 Hattiesburg 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 through June 30, 2017, and will automatically renew for a period of four (4) years, providing satisfactory performance has been maintained by the Consultant, funds are available and the new Council does not exercise its option to void. Thereafter the contract may be renewed in one-(1) year increments, for a period of two (2) one-year renewals. The City reserves the right to renew the contract beyond the two (2) one-year renewals if it serves the best interest of the City.

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 Hattiesburg, Mississippi, 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 there from, 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 Hattiesburg City Council 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 Hattiesburg 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 due date.

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:

<u>Section</u>	<u>Topic</u>
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 (1) original and one (1) electronic disc OR one (1) USB flash drive containing one (1) Color PDF of the original documents on 8 1/2" X 11" pages, numbered, 1 inch margins, typewritten with Times New Roman style and 12 size font. 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 the FEMA Major Disaster DR-4295 event. The respondent 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 (see p. 15).

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

V: EVALUATION CRITERIA AND SCORE SHEET EXAMPLE

City of Hattiesburg City Council Definitions of Evaluation Criteria

A. Qualifications and Experience

The respondent provides firm and staff qualifications and demonstrates the firm's prior experience in providing consulting services and its familiarity with FEMA and other federal programs. Respondent clearly demonstrates an understanding of the scope of work and other technical or legal issues related to the project, and provides a 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.

This will be graded on a 0 – 55 scale.

B. Proposed Strategy & Technical Approach

The respondent provides the firm's proposed strategy in representing the City in responding to the FEMA Major Disaster DR-4295 event. The respondent provides the firm's technical approach to perform the scope of services requested including procedures, methodologies, resources, systems, etc. ***This will be graded on a 0 – 25 scale.***

C. Auditing History

Respondent demonstrates the firm's prior experience in defending and maintaining FEMA and other federal program reimbursements. ***This will be graded on a 0 – 30 scale.***

D. Socioeconomic Contractor

The respondent provides a current copy of certificate of MBE/WBE/DBE. (Points will be awarded only if the current certificate is provided.) ***This will be graded on a 0 – 05 scale.***

E. Proposed Pricing:

The respondent shall submit an Hourly Rate Form consisting of billable hourly labor rates for each person assigned to the Project and shall include all costs, work, insurance, fringes, supervision, engineering, and overhead and profit. A form for hourly rates is included in this RFP. ***This will be graded on a 0 – 5 scale.***

DATE:

PROJECT:

CRITERIA RANKING:[illegible]

SIGNATURE OF RATER:_____

PRINT NAME: _____

DATE: _____

VI: ATTACHMENTS/FORMS

**REQUEST FOR PROPOSALS (RFP) NO: 4295
DISASTER RECOVERY CONSULTING SERVICES**

COVER PAGE

**SUBMIT ONE (1) ORIGINAL AND ONE (1) ELECTRONIC DISC OR ONE (1) USB FLASH DRIVE
CONTAINING ONE (1) COLOR PDF OF THE ORIGINAL DOCUMENTS:**

**City Council
CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MS 39401**

ATTN: Debbie Bernardo, Clerk of Council

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>Name</u>	<u>City/State</u>	<u>Hourly Rate</u>
Program Manager	_____	_____	_____
Deputy Program Manager	_____	_____	_____
Program Administrator	_____	_____	_____
Project Coordinator	_____	_____	_____

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

CONSTRUCTION & OPERATIONS

<u>Position</u>	<u>Name</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>Name</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 (RFP) NO: 4295
DISASTER RECOVERY CONSULTING SERVICES**

Company Name: _____

City of Hattiesburg 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, notify 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 firm complies fully with the above requirements.

Signature

Date

REQUEST FOR PROPOSALS (RFP) NO: 4295
DISASTER RECOVERY CONSULTING SERVICES

AFFIDAVIT

TO: CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

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 RFP No: 4295 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 THIS AFFIDAVIT TO EACH PROPOSAL.

**REQUEST FOR PROPOSALS (RFP) NO: 4295 DISASTER
RECOVERY CONSULTING SERVICES**

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (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 (RFP) NO: 4295
DISASTER RECOVERY CONSULTING SERVICES**

City of Hattiesburg Conflict of Interest Disclosure Form

Project (RFQ, RFP, BID) Number/Description: _____

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 Hattiesburg (“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	Print Name/Title
	_____	_____
	Signature	Print Name/Title

VII: OPTIONAL CHECKLIST

REQUEST FOR PROPOSALS (RFP) NO: 4295 DISASTER RECOVERY CONSULTING SERVICES

SECTION	ATTACHMENT NAME	CHECK BOX	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 MS		
	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 Work Place Form		
	RFP Affidavit		
	RFP Affidavit of Solvency		
	Conflict of Interest Disclosure Form		
	Acknowledged Addenda		

VIII: SEALED RFP MAILING LABEL

**REQUEST FOR PROPOSALS (RFP) NO: 4295
DISASTER RECOVERY CONSULTING SERVICES**

**Cut along the outer border and affix this
label to your sealed bid envelope to
identify it as a "Sealed RFP"**

SEALED RFP • DO NOT OPEN	
SEALED RFP NO.:	RFP 4295
RFP TITLE:	DISASTER RECOVERY CONSULTING SERVICES
DUE DATE/TIME:	By 10 AM MARCH 29, 2017
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	City of Hattiesburg City Council ATTN: Debbie Bernardo 200 Forrest Street Hattiesburg, MS 39401



END OF DOCUMENT



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-295

MEETING DATE: 03/10/2017

MINUTE BOOK NUMBER:

Brief Title: Approve and Authorize execution of letter to Missi

Title: Approve and Authorize execution of letter to Mississippi legislators requesting financial assistance to help cover the approximately \$500,000 in recovery and clean-up costs the City has incurred as a result of the tornado that hit Hattiesburg January 21, 2017.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: Request for Assistance - Disaster Recovery, 2017, SB
2001 - Louisville Resolution

File Created: 03/09/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



Mayor

Johnny L. DuPree, Ph.D.

Council- Ward I

Kim Bradley

Council -Ward 2

Deborah Denard Delgado

Council -Ward 3

Carter Carroll

Council -Ward 4

Mary Dryden

Council- Ward 5

HemyNaylor

March 10, 2017

Honorable Representatives and Senators,

Very early on the morning of January 21st, Hattiesburg was battered by an EF3 tornado. Four people died and 60 Pine Belt residents were injured; more than a thousand homes in four counties were damaged by the severe weather. William Carey University was destroyed, and several wards of our beloved city received substantial damage.

Since then, the City has been in a recovery and clean-up phase. As always, the people of Mississippi have been a tremendous help in this process; their time, sweat, and love for the Pine Belt and for their neighbors is truly remarkable. We are working with MEMA and local officials to expedite our recovery; contractors are working to remove debris and get our city back to pre-tornado shape. Unfortunately, Hattiesburg must bear the burden of unforeseen costs associated with this disaster. Our estimated cost for debris clean-up is \$3,000,000: of that total, the City must absorb approximately \$500,000.

We write asking for your help. Our City could use any assistance possible to meet the unforeseen costs associated with this disaster. We understand the State is currently in a fiscally tight situation, as are the other cities and municipalities affected by the storm. However, any aid from the State to help cover our match would ease the burden on our City's funds and the services we can provide to our people.

Attached to this letter you will find Senate Bill No. 2001 from the legislative session of 2014. The City of Louisville suffered severe tornado destruction, and the legislature transferred \$17,000,000 to pay local cost shares for debris removal and eligible costs. Louisville had far greater damage than what we have experienced this year, so our cost share is much lower (approximately \$500,000).

We hope you will consider helping the Pine Belt and the City of Hattiesburg in our cleanup process. We appreciate your support and know that our citizens will be grateful for any amount of assistance.

Request for Assistance, Page 2

Sincerely,

Johnny L. Dupree
Mayor, City of Hattiesburg

Kim Bradley
Council Member, Ward 1

Mary Dryden
Vice President, City Council
Council Member, Ward 4

Carter Carroll
President, City Council
Council Member, Ward 3

Deborah Delgado
Council Member, Ward 2

Henry Naylor
Council Member, Ward 5

Attachment: Senate Bill 2001

By: Senator(s) Clarke,
Collins, Jolly, Jordan,
Simmons (12th), Ward,
Bryan, McDaniel, Browning,
Wilemon, Kirby, Carmichael,
Gollott, Watson, Moran,
Polk, Norwood, Chassaniol,
Jackson (15th), Tindell,
Doty, Longwitz, Frazier,
Butler (38th), Fillingane,
Harkins, Parks, Jackson
(11th), Smith, Massey,
Hopson, Tollison, Burton,
Dawkins, Lee, Brown, Jones,
Simmons (13th), Jackson (32nd), Turner, Butler (36th), Horhn,
Gandy, Parker, Hale, Hill, Hudson, Wiggins, Stone, Montgomery,
Sojourner

To: Appropriations

SENATE BILL NO. 2001

1 AN ACT TO DIRECT THE STATE FISCAL OFFICER TO TRANSFER A
2 CERTAIN SUM FROM THE MOTOR VEHICLE AD VALOREM TAX REDUCTION FUND
3 TO THE DISASTER ASSISTANCE TRUST FUND; AND FOR RELATED PURPOSES.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

5 **SECTION 1.** During fiscal year 2014, the State Fiscal Officer
6 shall transfer the sum of Seventeen Million Dollars
7 (\$17,000,000.00) from the Motor Vehicle Ad Valorem Tax Reduction
8 Fund created in Section 27-51-105 (Fund No. 3769) to the Disaster
9 Assistance Trust Fund created in Section 33-15-307 (Fund No.
10 3725).

11 It is the intent of the Legislature that the Mississippi
12 Emergency Management Agency may use the funds transferred herein
13 to pay the local cost share for debris removal for DR-4175 and to
14 advance funds to local jurisdictions for estimated and eligible
15 costs for DR-4175.



16 **SECTION 2.** This act shall take effect and be in force from
17 and after its passage.

