



JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

*Karen J. Stewart, MBA, CTPM Business Manager: Purchasing Agent*

---

6550 Walden Rd., Beaumont, Texas 77707 Phone: 409-842-1818 Fax: 409-842-2729

**Legal Notice  
Advertisement for Invitation for Proposals**

September 19, 2017

You are hereby invited to submit a proposal in accordance with (RFP 17-007/KJS) Request for Proposals for the Comprehensive Disaster Recovery FEMA Grant Management Consulting Services. Specifications may be obtained from Jefferson County Drainage District No. 6 website at [www.dd6.org](http://www.dd6.org) or request specifications via e-mail at [kstewart@dd6.org](mailto:kstewart@dd6.org).

Proposals are to be sealed and addressed to Jefferson County Drainage District No. 6 and marked "Administrative Sealed Proposal" with "(RFP 17-007/KJS) Comprehensive Disaster Recovery FEMA Grant Management Consulting Services" on the outside of the envelope. Proposers shall forward an original and three (3) copies of their proposal to the address shown below. The District does not accept proposals submitted electronically. Late proposals will be rejected as non-responsive. Administrative proposals will be publicly opened and only the names of responding firms will be read aloud in the Jefferson County Drainage District No. 6 boardroom at the time and date below. Proposers are invited to attend the administrative sealed proposal opening.

**PROPOSAL NAME:** Comprehensive Disaster Recovery FEMA Grant Management Consulting Services  
**PROPOSAL NUMBER:** RFP 17-007/KJS  
**DUE DATE/TIME:** 2:00 PM, Thursday, October 5, 2017  
**MAIL OR DELIVER TO:** Jefferson County Drainage District No. 6  
6550 Walden Rd.  
Beaumont, Texas 77707

We look forward to your active participation in this solicitation.

Sincerely,

Karen J. Stewart, MBA, CTP  
Business Manager: Purchasing Agent  
Jefferson County Drainage District No. 6

Publish: Beaumont Enterprise Wednesday Sept 20<sup>th</sup> and 27<sup>th</sup>, 2017

# Proposal Submittal Checklist

---

The Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the proposal.

## THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

1. Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the telephone number and E-mail address of Proposer.
2. An acknowledgment and/or response to each section of the proposal.
3. Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
4. Identification of three (3) entities for which the Proposer is providing or has provided Consulting Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
5. Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
6. Sample contract with compensation sections blank.
7. One (1) original and three (3) copies of the proposal should be mailed or delivered no later than 2:00 AM CST, Thursday, October 5, 2017, to Jefferson County Drainage District No. 6, 6550 Walden Road, Beaumont, Texas 77707.

---

Company

---

Telephone Number

---

Address

---

E-mail Address

---

Authorized Representative (Please print)

---

Title

---

Authorized Signature

---

Date

# 1. Introduction to Proposers

The purpose of this Request for Proposal (RFP) is for the The District to acquire comprehensive disaster recovery management services, including, but not limited to:

- FEMA Public Assistance Advisory Services;
- FEMA 404 and 406 Hazard Mitigation Expertise;
- Financial and Grant Management Support

## 1.1 Vendor Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

## 1.2 Governing Law

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that the District may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the District Attorney concerning any portion of these requirements.

## 1.3 Ambiguity, Conflict, or other errors in the RFP

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the District of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the District prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The District may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

## 1.4 Notification of Most Current Address

Firms in receipt of this RFP shall notify Karen J. Stewart, MBA, Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

## 1.5 Proposal Preparation Cost

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to the District.

## 1.6 Signature of Proposal

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the District Purchasing Department prior to the submission of the proposal or with the proposal.

## 1.7 Economy of Presentation

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

## 1.8 Proposal Obligation

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

## 1.9 Incorporation by Reference and Precedence

This Agreement is derived from (1) the RFP, written clarifications to the RFP and the District's response to questions; (2) the Contractor's Best and Final Offer if requested, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer if requested; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

## 1.10 Governing Forms

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the District's interpretation shall govern.

## 1.11 Implied Requirements

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

## 1.12 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

## 1.13 Vendor Registration :SAM (System for Award Management)

Vendors doing business with Jefferson County Drainage District No. 6 are required to be registered with The System for Award Management (SAM), with an "active" status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is no fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Proposers are strongly encouraged to review their firm's SAM (System for Award Management) status prior to proposal submission.

## 1.14 Evaluation

The District reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the District's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. The District shall have sole responsibility for determining a reliable source. The District reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of the District.

## 1.15 Withdrawal of Proposal

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Agent any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

## 1.16 Award

The District reserves the right to award this contract on the basis of the Best Offer in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals.

## 1.17 Ownership of Proposal

All proposals become the property of Jefferson County Drainage District No. 6 and will not be returned to Proposers.

## 1.18 Disqualification of Proposer

Upon signing this proposal document, a firm offering to sell supplies, materials, services, or equipment to the District certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the District believes that collusion exists among the Proposers.

## 1.19 Contractual Development

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

## 1.20 Assignment

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Drainage District Board of Directors.

## 1.21 Contract Obligation

Jefferson County Drainage District Board of Directors must award the contract, and the President of the Board or other person authorized by the Board of Directors, must sign the contract before it becomes binding on the District or the Proposer. Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

## 1.22 Termination

The District reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Proposer, or if the proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the District may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper services within the proper amount of time, and/or to properly perform any and all other requirements to the District's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

## 1.23 Inspections

The District reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using. If a proposer cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the District can reject the Proposer as inadequate.

## 1.24 Testing

The District reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the proposal is subject to rejection.

## 1.25 Loss, Damage, or Claim

The Proposer shall totally indemnify the District against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Proposer shall totally indemnify the District against all claims of loss or damage to the Proposer's and the District's property, equipment, and/or supplies.

## 1.26 Taxes

The firm and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

## 1.27 Non-Discrimination

The successful Proposer will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

## 1.28 Conflict of Interest

The agreement entered into pursuant to this RFP will contain the Proposer's warranty that, except for bona-fide employees or selling agents maintained by the Proposer for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the proposer will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the District and the Firm, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

## 1.29 Waiver of Subrogation

Proposer and Proposer's insurance carrier waive any and all rights whatsoever with regard to subrogation against the District as an indirect party to any suit arising out of personal or property damages resulting from the Proposer's performance under this agreement.

## 1.30 Acknowledgment of Insurance Requirements

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for this proposal. Proposer also understands that evidence of required insurance must be submitted within fifteen (10) working days following notification of acceptance of its proposal; otherwise, the District may rescind its acceptance of the Proposer's proposal. The insurance requirements are part of this package.

## 1.31 General Insurance Requirements

### I. Commercial General Liability Limits:

Each Occurrence	\$1,000,000
Fire Damage to Rented Premises	\$ 100,000
Medical Expenses	\$ 5,000
Personal & Adv. Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Comp/Ops Aggregate	\$2,000,000

### II. Auto Liability Limits:

Combined Single Limits for Owned, Hired & Non-Owned	\$1,000,000
--	-------------

### III. Umbrella Liability Limits:

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

## 1.31 Worker's Compensation Limits:

Workers' Compensation	Statutory
Employer's Liability	\$ 500,000/500,000/500,000

Prior to commencement of work, Vendor shall furnish ACORD 25 (2010/05) certificates verifying coverage and limits outlined above and other provision set forth below. Such insurance shall be provided by carriers rated by AM Best & Company and deemed acceptable by the District.



Certificates shall document Waiver of Subrogation provisions in favor of the District on Commercial General Liability, Auto Liability, Umbrella Liability, and Workers Compensation policies.

Certificates shall document Additional Insured provisions in favor of the District on Commercial General Liability, Auto Liability, and Umbrella Liability policies.

Certificates shall document reasonable cancellation provisions to protect the interests of the District.

Coverage and Limits set forth above are minimum requirements and may be adjusted by the District to include higher limits and other coverage such as Professional Liability, Pollution Liability, USL&H, Jones Act, and Protection & Indemnity.

Please direct Certificates of Insurance to the attention of Paula Anderson, Administrative Assistant for approval and further handling.

Paula Anderson, Administrative Assistant  
Jefferson County Drainage District No. 6  
6550 Walden Rd. / P.O. Box 20078, Beaumont, Texas 77720  
E-mail: [pkanderson@dd6.org](mailto:pkanderson@dd6.org) Phone: (409) 842-1818

### 1.32 Delivery of Proposals

All proposals are to be delivered by 2:00 PM CST, central time, Thursday October 5, 2017, to:

**Jefferson County Drainage District No. 6,  
Attention: Karen J. Stewart, Purchasing Agent  
6550 Walden Road,  
Beaumont, Texas 77707**

#### **District Holidays – 2017:**

January 2	Monday	New Year's Day
January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President's Day
April 14	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veterans Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25-26	Monday & Tuesday	Christmas

The District will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Proposer.

The District will not accept any responsibility for proposals being delivered by third party carriers.

Proposer must submit one (1) original and three (3) exact duplicate, numbered copies of the proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

### 1.33 Questions

Questions may be emailed to Karen J. Stewart, MBA at: [kstewart@dd6.org](mailto:kstewart@dd6.org)

### 1.34 Tentative Schedule of Events

September 19, 2017 Issuance of Request for Proposal

October 5, 2017 Deadline Submission (late proposals will not be considered)

October 6, 2017 Proposals distributed to Evaluation Committee

October 9, 2017 Evaluation Committee Meeting

October 10-12, 2017 Conduct Interview/Best and Final Offer- if requested/Short List

Recommendation for Award October 16, 2017 to Board of Directors for Contract

October 19, 2017 Contract Executed

**Please note:**

**The above schedule is tentative in nature. Dates listed are subject to change.**

## **2. FEMA Mandated Contract Clauses**

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

### **2.1 Damages, 2 CFR §200.326 Appendix II to Part 200 (A)**

- A. All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- B. In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

### **2.2 Termination of Rights, 2 CFR §200.326 Appendix II to Part 200(B)**

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

### **2.3 Equal Employment Opportunity Clause (2 CFR §200.326 Appendix II to Part 200 (C))**

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

#### 2.4 Davis Bacon and Copeland "Anti-Kickback" Act, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

- A. Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

- B. Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

1. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.
2. CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
3. A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

## 2.5 Contract Hours and Safety Standards Act, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under

contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

- C. Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work.

Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

- D. The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

## **2.6 Rights to Inventions Made Under A Contract or Agreement, 2 CFR §200.326 Appendix II to Part 200 (F)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

## **2.7 Clean Air Act and Federal Pollution Control ACT, 2 CFR §200.326 Appendix II to Part 200 (G)**

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

## **2.8 Energy Efficiency and Conservation, 2 CFR §200.326 Appendix II to Part 200 (H)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

## 2.9 Debarment and Suspension, 2 CFR §200.326 Appendix II to Part 200 (I)

- A. This AGREEMENT 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 none of the contractor, 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).
- B. 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.
- C. This certification is a material representation of fact relied upon by GOVERNMENT. 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 GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 2.10 Byrd Anti-Lobbying Amendment, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

## 2.11 Procurement of Received Materials, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

## 2.12 Agreements With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms(2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## 2.13 Access To Records

- A. CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

## 2.14 Seal, Logo and Flags

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA pre-approval.



## 2.15 Compliance With Federal Law, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives. See also Requests for Proposals at page 24, Section 3.4, subparagraph 5.

## 2.16 No Obligation By Federal Government

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

## 2.17 Program Fraud and False or Fraudulent Statements or Related Acts

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

### **3. Scope of Services**

#### **3.1 Objective**

The selected contractor will assist the District in strategically managing the District claim development and administration under Federal and State Disaster Programs related to Hurricane Harvey, and any proceeding disasters during the term of this contract. Such Federal Programs may include, but not limited to: FEMA Public Assistance (PA), FEMA 404 and 406 Hazard Mitigation Grant Program (HMGP). Examples of disaster recovery services that may be required include:

##### **A. FEMA Public Assistance Advisory Services**

1. Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
2. Attend meetings with relevant local, state, and federal officials to address eligibility and process issues, at the request of the client.
3. Provide extensive knowledge, experience and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Post-Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013.
4. Proactively identify and resolve issues that may arise related to the funding of work completed or to be completed.
5. Provide technical assistance, as requested. Technical assistance may involve engineering and architectural support, among other types of assistance.
6. Help assess damage to public infrastructure components and facilities, as needed.
7. Obtain, analyze and gather field documentation, including gathering relevant records in order to extract pertinent information necessary for submittal including timekeeping and staff assignment records.
8. Review of all data and supporting documentation to determine whether costs appear eligible and are adequately supported.
9. Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets. This will involve expertise in Cost Estimating, developing Detailed Damage Descriptions and Dimensions (“DDD’s”) and a project’s Scope of Work (“SOW”).
10. Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act.
11. Evaluate alternate and/or improved projects.
12. Review Project Worksheets to determine final eligible costs and third party refunds and reimbursements.
13. Reconcile eligible costs and prepare Project Worksheet versions, as necessary.

14. Prepare first and second appeals, as requested.
15. Monitor reconstruction efforts, actual versus PW scope of repair, and progress payments.
16. Perform PW closeouts.
17. Prepare appeals and arbitration, as required.
18. Respond to audit findings, as required.

## **B. FEMA 404 and 406 Hazard Mitigation Expertise**

1. Assist in identifying, developing and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events.
2. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.

## **C. Financial and Grant Management Support**

1. Advise on FEMA's rules, practices and procedures and how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including contractor costs.
2. Provide general grant management advice.
3. Perform internal controls assessment.
4. Conduct pre-audit activities and prepare documentation for audit.
5. Meet as necessary with City/County/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services related to Federal and State regulations.
6. Prepare reports for the State and FEMA, as needed.
7. Provide oversight of contractors' billing to ensure that they invoice in accordance with their contract, and that all costs eligible for the disaster grant funding are documented and claimed.
8. Categorize record, track and file costs in support of the financial reimbursement process. Track Project Worksheet status and status of payment from the State.
9. Assist in providing interagency (Federal, State, County, City) coordination and technical support, as well as identifying funding resources that may be available to assist in the long-term recovery process.

## **D. Public Insurance Adjustment Support**

1. Work with the The District to identify any potential insurance claims.
2. Work with the The District's insurance carrier(s) to ensure maximum insurance coverage is applied to impacted facilities.

3. Work with FEMA and the State to ensure proper insurance coverage is applied to project worksheets.

### 3 CONTRACTOR EXPECTATIONS

The contractor will be required to track all of their hours and costs to facilitate reimbursement by FEMA, when applicable. Timesheets will include specific descriptions of tasks performed and results achieved.

### 4 PROPOSAL FORMAT

Proposers must respond in the format delineated below.

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

#### 1. **QUALIFICATIONS OF THE FIRM**

- A. Provide a description and history of the firm focusing on previous Federal and State Public Assistance (PA) program experience and applicability of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Federal Regulations (44 CFR) and FEMA policies (9500 Policy Series).

Firm qualifications must include, at a minimum, the following:

1. Ten (10) years of experience working with the Public Assistance Grant Program, at the Federal, State or local level, including Project Worksheet development, Project Worksheet audit, documentation review, eligible cost reconciliation, audit checklists, appeal/appeal responses, and closeout.
2. Experience with all categories of work in man-made and natural disasters, with expertise in force account labor, equipment reimbursement, supplies, donated services, mutual aid, and contracted services.
3. Experience developing, reconciling, or reviewing large federal grants, including Project Worksheets or federal loans.
4. Demonstrated experience developing and implementing innovative solutions to difficult PA problems, and innovative uses of these grant streams.
5. Experience developing Letters of Interest (LOIs) for the FEMA 404 and 406 Hazard Mitigation Program.
6. Experience working with grant programs at the Federal, State or large local government level.
7. Prior experience performing internal controls reviews and improper payment reviews.
8. Experience with interpreting and administering new Sandy Recovery Improvement Act rules and programs.
9. Experience with programmatic disaster closeouts.
10. Knowledge of requirements for infrastructure and public facilities including FEMA PA match program requirements for benefits in compliance with the Stafford Act.

11. Proven track record proactively and successfully solving disagreements during project formulation rather than through appeals and arbitration.
12. A multi-disciplinary, college educated, and proven management team that has produced notable client results together.
13. Demonstrated, nationally recognized programmatic expertise at the programmatic level.

## **2. QUALIFICATIONS OF STAFF**

Provide an organizational chart, resumes, and summary of staff qualifications for the firm. Key project staff should include but are not limited to: project executive (15+ years of experience, plus minimum college degree), project manager (10+ years of experience, plus college degree), public adjuster (5+ years of experience plus relevant college degree), and senior closeout specialist (5+ years of experience plus college degree). Proposer may include other labor categories, such as subject matter expert (15+ years of experience), closeout specialist (3+ years of experience plus college degree), and include a description describing the minimal level of qualifications.

## **3. PAST PERFORMANCE REFERENCES**

Provide a minimum of three references for which the firm has performed services in the past that are similar to the requirements in the Scope of Services. Provide a description of the project, the reference contact name, title, e-mail address, telephone numbers, date of the contract/period of performance, and any prior assessments they've completed of your work. In addition, provide any additional evidence of consistently successful experience on past projects.

## **4. IDENTIFY LEGAL CLAIMS**

Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.

## **5. Conflict of Interest**

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Proposer, its principal, or any affiliate or subcontractor, with the District or any other entity or person involved in any way in the project that is the subject of this RFP. (Each Proposer must disclose any current or pasts contracts directly with FEMA) Similarly, any personal or business relationship between the Proposer, the principals, or any affiliate or subcontractor, with any employee of the District or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The District will decide if an actual or perceived conflict should result in proposal disqualification.

Each Proposer must reveal any past or existing relationship between the Proposer, its principal, employees, or any affiliate or subcontractor, with any county agency, entity,

county employee, or other person in anyway involved in the District's procurement and/or contracting processes. It shall be the sole prerogative of the District to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Proposers affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

**6. TECHNICAL APPROACH**

Provide a description of your firm's approach to the project, to include start-up procedures, process to prepare Project Worksheets and accompanying documentation, project management and quality control procedures.

**7. COMPLIANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS**

Each Proposer must be in compliance with all Local, State, and Federal Requirements and be prepared to implement programs that comply with these requirements.

**INSURANCE**

Successful Proposer shall provide The District with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to the contract. As described on page 8.

**8. COST PROPOSAL**

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

**9. COST PROPOSAL FORM**

The hourly labor rates shall include all applicable overhead and profit. All non-labor related other than direct costs will be billed to the District at cost without mark-up.

<b><u>POSITIONS</u></b>	<b><u>HOURLY RATES</u></b>
Project Executive	\$ _____
Subject Matter Expert	\$ _____
Project Manager	\$ _____
Public Adjuster	\$ _____
Senior Closeout Specialist	\$ _____
Closeout Specialist	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

**OTHER REQUIRED POSITIONS**

Proposer may include other positions, with hourly rates and attach a job description and required years of experience for each position.

**10. SELECTION CRITERIA**

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

Qualifications of the Firm	25
Qualifications of Staff	25
Relevant Past Performance	20
Technical Approach	20
Cost Proposal	10
<b>TOTAL</b>	<b>100</b>

The Evaluation Committee may elect to require an oral presentation from each qualified Proposer of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Proposer.

Upon completion of their review and any oral presentations (if requested), the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. The District Purchasing Agent will collect all scores and aggregate the scores of all Committee members. The Purchasing Agent will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and make a recommendation for award.

Upon the selection of an apparent successful Proposer, the District shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Proposer. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Proposer may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the District may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Proposers immediately following execution of a written contract.



# Certification

By signing this page, Proposer certifies:

- 1. The submission of the offer did not involve collusion or other anti-competitive practices.
- 2. The Proposer has not given, offered to give, nor intends to give at any time. Hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- 3. The Proposer hereby certifies that the individual signing the proposal is an authorized Agent for the Proposer and has the authority to bind the Proposer to the contract.

By execution of this document, Proposer accepts all general and special conditions of these specifications. This entire document will be included as part of the final contract for successful Proposer.

\_\_\_\_\_  
Company Submitting Proposal:

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Contact Numbers: \_\_\_\_\_

Officer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

***Proposer Shall Return Completed Form with Offer.***