

**REQUEST FOR PROPOSAL FOR
DISASTER RECOVERY AND FEMA SUPPORT CONSULTING SERVICES**

Issued By
Town of Kinder, Louisiana

Date of Issue: September 24, 2020

Due Date/Time for Receipt of Proposals: **September 28, 2020 at 2:00 P.M.**

RFP No. 2020-09-003



REQUEST FOR PROPOSALS FOR DISASTER RECOVERY AND FEMA SUPPORT CONSULTING SERVICES

Town of Kinder, Louisiana (“Town”) requests proposals from qualified contractors for Disaster Recovery and FEMA Support Consulting Services. This solicitation by the Town will result in the selection of a qualified and experienced firm or professional to provide professional consulting services to Town of Kinder related to the municipality’s efforts to recover from the disaster damage caused to public property and public rights of way resulting from Hurricane Laura (“Hurricane Laura”) which occurred in the Town on August 27 and August 28, 2020, and from any subsequent storm event (“Storm Event”) which may occur or cause need for such services during calendar year 2020, including but not limited to disaster related debris removal and disposal, debris monitoring, and all other services and grants for which the municipality is or may become eligible under State and Federal programs, rules, regulations and laws. Town anticipates the need for mobilization of staff necessary to provide Disaster Recovery and FEMA Support Consulting Services no later than September 29, 2020.

SECTION 1.0 GENERAL INFORMATION

1.1 Objective

The objective of the RFP and subsequent contracting activity is to secure the services of qualified, experienced professional or firm who is capable of efficiently providing support consulting services to municipality to aid in its disaster recovery, including services which will aid municipality to successfully document and seek reimbursement from FEMA and/or other state and federal agencies for eligible expenses related to such services, including, if eligible, the costs of the professional consulting services solicited through this RFP. Payment for the services sought through this RFP is not dependent upon reimbursements from FEMA.

1.2 Definitions

Owner– Town of Kinder, Louisiana

Contractor(s)– The successful Proposer(s), with whom a contract is entered by the Town.

Debris Management Team – The team staffed by Town and/or Town’s Consultant and the Contractor

Debris Management Coordinator – If applicable, a person employed or contracted by the Town, to assist and advise in coordination and administration of the recovery process including processing FEMA submittals.

Debris Monitor – The firm, including representation thereof, retained by the Town to monitor and document debris removal and disposal activities of Contractor in compliance with FEMA requirements

Debris – Scattered items and materials either broken, destroyed, or displaced by the Storm (Example: vegetative material such as trees and limbs, construction and demolition material, personal property.)

DMS – Debris Management Site – Nielsen Road, Kinder, Louisiana (vegetative and C&D)

FEMA – Federal Emergency Management Agency

LA GOHSEP – Louisiana Governor’s Office of Homeland Security and Emergency Preparedness

Proposer or Respondent – Person or entity which submits a Proposal in response to this Request for Proposal

RFP – This Request for Proposal

Services – Debris Recovery and FEMA Support Consulting Services

SECTION 2.0 SCOPE AND STATEMENT OF WORK

2.1 Preliminary Identification and Valuation of Likely Reimbursement-Eligible Experienced Impacts – Contractor will work with Town staff and via document review and site assessments to understand the efforts, costs, services and damages to public facilities impacted by Hurricane Laura. Contractor will provide an anticipated projection of reimbursable costs which could be pursued. In addition, contractor will provide Project Management Services that may include management and oversight of debris removal and debris monitoring operations, Request for Proposal development and review and other services as requested by the Town of Kinder.

2.2 Provide Documentation and Process Guidelines and Feedback – As FEMA reimbursement follows specific criteria, thresholds and process requirements, contractor will provide guidance to the Town in regard to the efforts, expenditures, procurement processes and efforts to date and concurrent for Town’s comprehension of the possible reimbursement items and business processes undertaken, allowing financial projection and adjustment of administrative steps to maximize the likelihood of reimbursement.

2.3 Reimbursement Grant Application Support – On behalf of the Town, contractor will prepare and submit the relevant grant applications as subgrantee to FEMA, the State of Louisiana’s Governor’s Office of Homeland Security and Emergency Preparedness and all other viable funding agencies and sources.

2.4 OPTIONAL ADDITIONAL SERVICES

Support Grant Receipt Administration, Tracking and Closeout Process – If requested, contractor will provide guidance, templates and other support as needed to assist the Town in managing, documenting and substantiating the use, tracking and memorialization of the use of received funding according to all requirements and conditions imposed by the Funding Agencies.

SECTION 3.0 PROPOSAL RESPONSE REQUIREMENTS

3.1 Information and Format

A prospective Proposer’s response to this RFP should include the following information at a minimum. The proposal should address the requirements in a clear and concise manner in the order stated herein. Proposals must be tabbed and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the Town. The Town reserves the right to seek additional/supplemental information on specific issues as needed.

a) Qualifications of the Firm and Immediacy of Availability

- 1) Provide a description and history of the firm focusing on previous governmental experience as well as Firm qualifications to include, at minimum, the following:
 - (i.) Recent experience demonstrating current capacity and current expertise in disaster recovery and FEMA support consulting services.
 - (ii.) Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
 - (iii.) Experience representing local governments with various state and federal funding sources and reimbursement process, including FEMA.
 - (iv.) Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work and reimbursement, leaning tree and hanging limb removal, hazardous material removal, asbestos abatement, data management, hauler invoice reconciliation and contracting, and FEMA appeals assistance.
 - (v.) Immediacy of availability of all necessary staff in Kinder, Louisiana to commence Services as early as **Tuesday, September 29, 2020** but no later than **Wednesday, September 30, 2020**.
- 2) Provide at least five (5) references for which the firm has performed services within the past three (3) years that are similar to the requirements in the Statement of Work. Provide the reference contact name, address, e-mail address, telephone numbers and date of contract.

b) Qualifications of Staff

Provide names and qualification of all consulting professionals who you reasonably anticipate will work on this project including but not limited to: project manager and prime consultant. Include the following for each person identified:

- a) Experience demonstrating current capacity and current expertise in areas relevant to scope of work in project.
- b) Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- c) Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, hauler invoice reconciliation and contracting, and FEMA appeals assistance.

c) Technical Approach

Provide a description of the Proposer's approach to the project including a proposed time schedule of work.

d) Cost Proposal

Each Proposer must complete and submit the Cost Proposal Form and Cost Proposal Schedule designated as Attachment 1. The Cost Proposal will be evaluated on the hourly rates submitted on the Cost Proposal Form for the labor positions listed. All non-labor projected costs will be billed to the Town at cost without markup.

SECTION 4.0 PROPOSAL SUBMITTAL

4.1 Proposal Submittal

Proposals shall be submitted to the Town of Kinder Office of Town Clerk at:

Town of Kinder Office of Town Clerk
Attention: Traci Fontenot
Town of Kinder Fred A. Ashy Municipal Building
333 8th Street
Kinder, Louisiana 70648

Proposals shall be submitted no later than **2:00 P.M. on September 28, 2020**. Late proposals will be rejected. Failure to comply with this or any other provision of this RFP shall be sufficient reason for rejection of the proposal.

Mark the written proposal envelope(s) as follows:

Debris Monitoring Services Proposal RFP No. 2020-09-003

Time and Date _____

The front of each proposal envelope/container shall contain the following information for proper identification:

- The name and address of the Proposer
- The word "Proposal" and the RFP number
- The time and date specified for receipt of proposals
- The number of each envelope/container submitted (i.e. "1 of 3", "2 of 3", "3 of 3")

ALL PROPOSALS MUST BE RECORDED (CLOCKED – IN) IN THE CLERK’S OFFICE ON OR BEFORE THE TIME AND DATE INDICATED IN THIS RFP. The responsibility for submitting the proposal to the Clerk’s Office on or before the above stated time and date is solely that of the Proposer. The Town will not be responsible for delays in mail delivery or delays caused by any other occurrence.

All proposals must be in writing. Non-responsive proposals may not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the Proposer.

The Town shall not be liable for any costs incurred by a Proposer prior to entering into a contract.

SECTION 5.0 EVALUATION CRITERIA AND SELECTION

5.1 Evaluation Criteria

The Town's evaluation criteria will include, but not be limited to, consideration of the following:

- Firm Qualifications and Immediacy of Availability 40%
- Successful Staffing on Similar Projects 20%
- Key Staff Project Understanding and Approach 20%

- Cost Proposal 20%

Other criteria the Town frequently uses to evaluate submissions include:

- Verification of availability of qualified personnel to perform the services requested.
- Interviews with references provided by Proposer.

5.2 Selection

The Town will evaluate the written proposals submitted by the Proposers regarding the proposed project in connection with the selection process.

5.3 Presentations

The Town may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the Town's sole discretion when it feels presentations are essential as part of the evaluation process and in the best interest of the Town.

SECTION 6.0 RIGHT OF WAIVER, REJECTION AND ACCEPTANCE

6.1 Reservations by Town

The Town reserves the right to:

- a) waive any informality in any proposal;
- b) reject any or all proposals in whole or in part, with or without cause; and/or
- c) accept any proposal(s) that in its judgment will be in the best interest of the Town and its citizens.

SECTION 7.0 INFORMATION AND ADDENDA

7.1 Inquiry Contact

All questions or requests for clarifications, interpretations and assistance concerning this RFP must be directed through:

Town of Kinder City Attorney
Attn: Michael B. Holmes
528 North Ninth Street
Kinder, Louisiana 70648
Telephone: (337) 794-3651
Facsimile: (337) 738-5973
E-Mail: mike@hhblaw.com

7.2 Inquiry Deadline

Questions regarding the RFP are to be submitted in writing to the above listed email address by **5:00 PM on September 25, 2020**.

7.3 Town Responses

All telephone conversations are to be considered unofficial responses and will not be binding. Questions or verifying the Request for Proposals' content, if appropriate, will be responded to in writing. The written response will be the Town's official response and will be transmitted to all Respondents that requested the Request for Proposal.

7.4 Issuance of Addenda

- (a) If this RFP is amended, the Town will issue an appropriate addendum to the RFP. If any addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.
- (b) Proposers shall acknowledge receipt of each addendum to this solicitation using one of the following methods:
 - (i.) By signing and returning the addendum; or
 - (ii.) By responding directly to the transmittal of the addendum by email or facsimile.

The Town must receive the acknowledgment by the time and date, and at the location specified for the receipt of proposals.

SECTION 8.0 CONTRACT AND GENERAL REQUIREMENTS

8.1 Contract

The successful Proposer(s) shall enter into a Contract for Professional Services with the Town for the Services. The Contract will include standard provisions as well as provisions required for the reimbursement of monitoring services during the duration of the debris removal and disposal operations by FEMA. Other requirements, without limitation, are referred to below.

8.2 Insurance

- A. The Contractor shall procure, pay for, and maintain at minimum the following insurance coverages with the stated limits or greater. Said insurance shall be evidenced by delivery to the Owner of (i) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by

the Owner, and listing all carriers issuing said policies; and (ii) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of the Contract and any additional extensions. In addition, the Owner reserves the right to request physical evidence of the coverage by requesting the policy declaration page, and/or confirmation from the agent and/or company verifying the coverage is and/or has been continually in effect.

B. The Contractor shall secure and maintain, at its sole cost and expense during the contract term and any subsequent extensions, the following insurance:

- 1) **Commercial General Liability** - in the amount of two million dollars (\$1,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence. The general aggregate limit shall either apply separately to the resulting contractor or shall be at least twice the required occurrence limit.
- 2) **Comprehensive Automobile Vehicle Liability** - covering any automotive equipment to be used in performance of the Services, with a minimum limit in the amount of One Million dollars (\$1,000,000.00) per occurrence combined single limit / any Automobile. Also, physical damage insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.
- 3) **Worker's Compensation** - employer's liability coverage with limits of not less than one million dollars (\$1,000,000.00) per occurrence for each accident or illness and statutory worker's compensation coverage.
- 4) **Professional Liability (Errors & Omissions)** – coverage for all claims arising out of the Services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to the contract or shall be at least twice the required per claim limit.

8.3 Indemnification

The Proposer shall indemnify, defend and hold harmless the Town, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the Town, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the Proposer, its subcontractors, or by the employees, officers, directors, or agents of the Proposer, or its subcontractors, related to the Services.

8.4 Non-Discrimination and Equal Opportunity

- (a) By submitting a proposal in response to this RFP, the Proposer agrees to not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin.
- (b) Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontractors, that the respondent is an "Equal Opportunity Employer".

ATTACHMENT 1
PRICE PROPOSAL FORM
DISASTER DEBRIS MONITORING SERVICES
TOWN OF KINDER, LOUISIANA

Name of Firm: _____

Address: _____

Town, State, Zip: _____

Telephone: _____ Fax: _____

Email: _____

Louisiana Secretary of State Registration No. (write "N/A" if not registered):

SAM Registration No. (write "N/A" if not registered):

Authorized Signature: _____

(provide evidence of signing authority)

Name and Title: _____

NOTE: Respondents are to make no changes to the Pricing Schedule below and are to **fill it out completely**. Values must be provided for all categories below or your response may be deemed non-responsive.

Cost Proposal Schedule

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

<u>POSITIONS</u>	<u>HOURLY RATES</u>
Project Manager	\$ _____
Senior Consultant	\$ _____
Junior Consultant	\$ _____
Support Staff	\$ _____
Other:	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

Proposer may include other positions it deems reasonable and necessary to accomplish .

Company Name: _____