

CITY OF ROGERS, ARKANSAS

Request for Proposals: Disaster Recovery Administrative Services

Title: Disaster Recovery Administrative Services

Deadline for Submission: **June 24, 2024, 12:00 PM CST**. No late proposals shall be accepted.

General Information

The City of Rogers is requesting sealed proposals to provide Disaster Recovery Administrative Services.

Sealed and complete hardcopy proposals with original signature must be received no later than June 24, 2024, 12:00 PM, local time (CST), at the following location:

City Hall
301 West Chestnut Street
Rogers, AR 72756
Attention: Colt Craig, Purchasing Manager

Submittals received after the closing time will not be accepted. Multiple submittals from the same entity will not be accepted. After the submittal deadline those submittals received will be opened and publicly acknowledged and interested parties may attend.

Specifications will be posted to the City's website at <https://www.rogersar.gov/bids.aspx>. Addenda will be posted to the City's website. Proposers are responsible for obtaining addenda and are advised to check the website frequently.

Official RFP documents can be downloaded, and electronic proposals submitted at Central Bidding at <http://www.centraauctionhouse.com/rfpc10664-city-of-rogers.html>. For any questions related to the electronic bidding process, please call Central Bidding at 225-810-4814. RFP Advertisement and information also available at www.rogersar.gov/bids.

Any questions concerning the proposal or general questions should be addressed and submitted in writing no later than 12:00 PM, local time (CST), June 19, 2024, to:

Colt Craig, Purchasing Manager
City of Rogers
301 West Chestnut Street
Rogers, AR 72756
ccraig@rogersar.gov

The City of Rogers complies with all civil rights provisions and federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the city does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment of the City's programs and activities, as well as the City's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the City's nondiscrimination policies may be directed to the Senior Staff Attorney – ADA/504/Title VI Coordinator, 301 West Chestnut Street, Rogers, AR 72756, (479) 636-0100, or the following email address: jpesek@rogersar.gov.

Free language assistance for Limited English Proficient individuals is available upon request. If you are deaf or hard of hearing, please dial 7-1-1 to access telecommunications relay services.

The City of Rogers encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Rogers encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

This publication was paid for by the City of Rogers, Office of the City Clerk-Treasurer, in the amount of \$XXXX.

WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to Colt Craig, Purchasing Manager, at ccraig@rogersar.gov. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

RIGHTS OF CITY OF ROGERS IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the City of Rogers, under state law and City ordinances, the City specifically reserves the following:

- a) The City of Rogers reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b) The City of Rogers reserves the right to select the proposal it believes will serve the best interest of the City.
- c) The City of Rogers reserves the right to accept or reject any or all proposals.
- d) The City of Rogers reserves the right to cancel the entire request for proposal.
- e) The City of Rogers reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f) The City of Rogers reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g) The City of Rogers reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

CONFLICT OF INTEREST:

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided in City of Rogers Code.

The Proposer shall promptly notify Colt Craig, Purchasing Manager, at ccraig@rogersar.gov, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City; constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty (30) days of receipt of notification.

WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

a) The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

b) Pursuant to Ark. Code Ann. § 22-9-203 The City of Rogers encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Rogers encourages all general service providers to subcontract portions of their contract to qualified small, minority and women business enterprises.

COLLUSION:

a) The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

RIGHT TO AUDIT, FOIA, AND JURISDICTION:

a) The City of Rogers reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.

b) Freedom of Information Act (FOIA): City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Rogers, the (service provider) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (Ark. Code Ann. §25-19-101, et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

c) Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

CITY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

CANCELLATION:

The City reserves the right to cancel this request for proposal without cause and for any reason.

ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

a) The selected service provider shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a

portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.

b) In the event of a corporate acquisition and/or merger, the selected service provider shall provide written notice to the City within thirty (30) calendar days of the selected service provider's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

LOBBYING:

Lobbying of selection committee members, City of Rogers' employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Rogers and shall be prohibited until either an award is final or the protest is finally resolved by the City of Rogers; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the City Clerk to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the selected service provider shall provide such additional requirements as may become necessary.

SERVICES AGREEMENT:

A written agreement incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Rogers for approval and signature of the Mayor or his authorized representative.

Selection Process and Criteria

Completed submissions will be reviewed by the Selection Committee. Final selections will be made by the Selection Committee at a date to be determined.

Submissions will be evaluated based on the following criteria:

- Overall Experience of company and demonstrated results
- Proposer understanding and ability to fulfill the service goals in the submitted proposal

Notification

Beyond the formal notification for the awarded submission, the City of Rogers Parks & Recreation Department will not enter into any correspondence regarding their decision. Please direct questions and clarifications to Colt Craig, Purchasing Manager, at ccraig@rogersar.gov.

INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP form(s) provided by the City and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response. Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

OTHER GENERAL CONDITIONS:

- a) Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b) The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c) This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Rogers shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d) If products, components, or services other than those described in this solicitation document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five (5) working days following the request.
- e) Any uncertainties shall be brought to the attention of Colt Craig, Purchasing Manager, at ccraig@rogersar.gov. It is the intent and goal of the City of Rogers to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to result in all Proposers being on equal terms.
- f) Any inquiries or requests for explanation in regard to the City's requirements shall be made promptly to Colt Craig, Purchasing Manager, at ccraig@rogersar.gov. No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g) At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h) Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications

and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.

i) Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this request for proposals or a resulting contract shall be controlled by Arkansas law in the Circuit Court of Benton County, Arkansas. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

j) The successful Proposer shall not assign the whole or any part of the resulting contract or any monies due or to become due hereunder without written consent of City of Rogers. In case the successful Proposer assigns all or any part of any monies due or to become due under the resulting Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

k) The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the resulting contract throughout, and they will be deemed to be included in the resulting contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in the request for proposals or resulting contract documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Rogers.

SCOPE OF WORK FOR DISASTER RECOVERY ADMINISTRATIVE SERVICES

1.0 GENERAL

- 1.1 Background. In the aftermath of a major disaster, the City seeks to protect its interests by securing the services of a qualified disaster recovery consultant as outlined in the following scope of work. The City recognizes that its facilities or operations are damaged and disrupted by a major disaster, and its existing employees and systems need assistance with necessary disaster response and recovery work. In order to ensure a rapid recovery and post disaster redevelopment process, the City will require the services of qualified, experienced professionals to manage state and federal grant management processes.
- 1.2 The qualified service provider will provide experienced personnel and resources to complete all required and requested activities listed here within.
- 1.3 Applicants Briefing and Kick-Off Meeting. Attend meetings with all applicable State and Federal agencies including applicant briefings, kick-off meetings and project specific discussions.
- 1.4 Technical Assistance. Provide general financial management advice and assistance, including, but not limited to:
 - Develop and support the ongoing activity of a disaster recovery team to manage the FEMA Public Assistance (PA) process;
 - Provide advice as to the disaster recovery team as appropriate and participate in meetings;
 - Provide advice as to the eligibility of facilities, work, and costs and develop justifications for presentation to the State of Arkansas and FEMA with regard to any issues which may arise; and
 - Briefing purchasing, contract and department personnel on requisite / purchasing procedures and documentation.
- 1.5 Correspondence. Prepare correspondence to the State of Arkansas, FEMA and other agencies on behalf of the City as necessary; Prepare a program management plan; Prepare periodic reports to the City as to the status of grant management progress and participate in all status meetings.
- 1.6 Inspection / Damage Assessment. Inspect disaster related damage to eligible facilities, identify eligible emergency and permanent work (Categories 1.3 through 1.9) and review records of emergency expenses incurred by the City.
- 1.7 Document. Ensure all eligible damages have been quantified and presented to Federal Inspectors / Project Officers.
- 1.8 Financial Tracking. Categorize, record, track and file costs on approved forms in support of the financial reimbursement process. Communicate with City Departments on a daily basis and maintain an up-to-date database of eligible labor, equipment, and materials costs as reported on Event Activity Tracking Forms to prepare daily reports to City management.
- 1.9 Financial Management. Assistance in requesting Immediate Needs Funding or Grants Based on Estimates; Development and tracking of plans for Cash flow management and

disbursements by State / FEMA; Insurance evaluation, documentation adjusting and settlement services; Tracking project progress, expenditures, reimbursement requests and receipts.

- 1.10 Project Worksheet. Prepare Project Worksheets for Categories 1.3 through 1.9 for review by FEMA and the State ensuring that the scope of work is accurate and comprehensive, estimates are accurate, expenses are eligible and documented, and that projects are categorized as small or large in a manner that ensures prompt and sufficient reimbursement to the City; Attend all meetings with the City, State and FEMA (and / or other Federal agencies) to negotiate individual Project Worksheets as needed.
- 1.11 Repair and Restoration. Review the scope of work and bidding procedures of proposed damage repair / reconstruction work for compliance with FEMA requirements.
- 1.12 Documentation. Support departments with organizing reimbursable expenses.

2.0 PAYMENT

- 2.1 Work will be invoiced on a monthly basis, with separate invoices for FEMA grant performance periods (e.g. 100% federal share reimbursement time period shall be invoiced separately from standard federal share performance period).
- 2.2 Payment of invoices will be paid within 45 days after approval from the City. Time is of the essence to the performance hereunder, and the City shall recover from the service provider any delay costs caused by the acts or omissions of the service provider or its agents. Except as otherwise provided herein, payment shall be made for actual work completed. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.
- 2.3 The City may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

3.0 CHANGES, ADDITIONS, DEDUCTIONS AND EXTRA WORK

- 3.1 Upon proper action by the City, the City's authorized agent may authorize changes, additions or deductions from the work to be performed by written notice to the service provider. No extra work shall be performed or any obligation incurred except upon written order by the City's authorized agent. If any change causes an increase or decrease in the service provider's cost, or the time required for, the performance of any part of the work, under this contract, the City's authorized agent shall make an equitable adjustment and modify the contract in writing.

4.0 TERMINATION OF THE CONTRACT

- 4.1 Work conducted under contract awarded from this RFP may be terminated at any time for the convenience of the City. The City agrees to pay the service provider for all work completed through the termination date.
- 4.2 Work conducted under contract awarded from this RFP shall be terminated for cause if the service provider defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work,

third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise if the service provider fails to cure any other deficiency identified by the City's authorized agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to, any legal process necessary to obtain relief against any sureties securing this contract. Any reasonable attorney's fee incurred by the City in enforcing this contract will be paid by the service provider. Jurisdiction for all legal proceedings shall be the courts of Benton County, Arkansas.

5.0 WARRANTIES AND REPRESENTATION

- 5.1 This contract is binding upon and inure to the benefit of the City or its assigns and is the whole agreement of the parties and governed by the Law of the State of Arkansas.
- 5.2 The service provider shall comply with all federal, state, and local laws, ordinances, and regulations. The service provider shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The service provider further certifies he or she is eligible to perform this contract under local and federal law, is not now and has never been debarred from performing federal or state government contracts, and that all subcontracted service providers used in the performance of this contract have the same qualification.
- 5.3 It shall be an affirmative duty of any proposing service provider to raise an objection to any term or item omitted or included in this RFP that said service provider feels is a violation of federal or state law at least 48 hours prior to the submission deadline. Failure to raise such objection within the time allowed shall be deemed a waiver of said omission or inclusion by the service provider.

6.0 DEFICIENCIES

- 6.1 When the service provider's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.

7.0 ATTACHMENTS

- 7.1 In addition to the Technical Proposal, the following attachments must be submitted:
 - Attachment 1: Certification and Cost Proposal Form (must be signed)
 - Attachment 2: Reference sheet
 - Attachment 3: 200.321 Certification - Affirmative Steps (must be signed)
 - Attachment 4: Conflict/Non-Conflict of Interest (must be signed)
 - Attachment 5: Non-Debarment, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded Certification (must be signed)
 - Attachment 6: Drug-Free Workplace Affidavit (must be signed)
 - Attachment 7: Certification Regarding Lobbying (must be signed)

8.0 PROPOSAL EVALUATION CRITERIA

- 8.1 Below are the criteria that will be used by the City to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the Criteria Scoring Sheet shown below.

EVALUATION CRITERIA	
CRITERIA	POINTS
Overall experience of company & Demonstrated Results Our evaluation will include an assessment of the history of your company, your experience as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work, references, and related items.	25
Strategic Thinking/Planning Approach Overall approach and strategy described/outlined in the proposal and firm capacity to perform the engagement within the specified timeframe (prior experience of the firm in meeting timelines will be factored in here)	25
Price – Service Provider’s Price Proposal Score Calculated as Follows: [1 - (B-A)/A] x C = Final Cost Score A - the lowest Offeror's cost B - the Offeror's cost being scored C - the maximum number of cost points available Note: If the formula results in a negative number (which will occur when the Offeror's cost is more than twice the lowest cost), zero points shall be assigned.	40
References	10
Total Score	100
Interviews (Optional at City’s decision)	20
Total with Interviews	120

9.0 MINOR IRREGULARITIES

9.1 The evaluation committee reserves the right to waive minor irregularities.

10.0 Contract Timeframe

10.1 This contract will be awarded on a 120-day basis, and may, at the city's discretion, be extended until June 30, 2025. In addition, it may, at the city's discretion, have 3 additional two-year contract extensions.

Attachment 1: Certification and Cost Proposal Form (3 pages)

Proposing Certification: I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the rates quoted in my Proposal. I agree that my Proposal will remain in effect for a period of up to one hundred eighty (180) days.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service. I further certify that no officer, employee or agent of City or of any other Proposer has a financial interest in this Proposal. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Business Name:	
Business Address:	
Point of Contact Name:	
Office Phone:	
Cell Phone:	
Email:	
Price Proposal Person's (PPP) Name (person certifying rates):	
PPP's Position:	
PPP's Signature:	

Price Proposal Fee Schedule

Disaster Recovery Administrative Services

Not all line items may be used by the City. The undersigned, hereinafter called "Proposer" hereby certifies that he / she has familiarized himself / herself with the extend of the work, and having examined carefully the scope of services herein, propose to furnish all labor, materials, and services without exception, for the Disaster Recovery Administrative Services. It is understood that hourly rates below include data management and support to the City in a format that is standard with FEMA and FHWA for reimbursement from such entities to the City. Costs below are for 6/24/24 – 6/30/25.

#	Description	Unit	Price
1	Project Manager (or equivalent) Pricing shall include salary cost, fringe benefits, overhead, operating margin and profit, and all direct and indirect expenses.	HR	
2	Supervisor (or equivalent) Pricing shall include salary cost, fringe benefits, overhead, operating margin and profit, and all direct and indirect expenses.	HR	
3	Data Manager (or equivalent) Pricing shall include salary cost, fringe benefits, overhead, operating margin and profit, and all direct and indirect expenses.	HR	
3	Administrative Assistant (or equivalent) Pricing shall include salary cost, fringe benefits, overhead, operating margin and profit, and all direct and indirect expenses.	HR	
4	Subject Matter Expert (or equivalent) Pricing shall include salary cost, fringe benefits, overhead, operating margin and profit and all direct and indirect expenses.	HR	
5	Other (title please) Pricing shall include salary cost, fringe benefits, overhead, operating margin and profit, and all direct and indirect expenses.	HR	

Attachment 2: References

Provide three references for which the firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Services. Additional sheet or alternate form may be used.

Client Name	Contact Name/Phone/Email	Description of Project

Attachment 3: 200.321 Certification - Affirmative Steps
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CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS §200.321

The City is required to take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. If service provider uses subcontracted service providers, they are required to take the following affirmative steps:

- Placing qualified enterprises on solicitation lists
- Assuring that enterprises are solicited whenever they are potential sources
- Dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by enterprises
- Establishing delivery schedules, where the requirement permits, which encourage participation by enterprises
- Using 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

SIGNATURE	
Name of Signer	
Title/Position	

Date	
Attachment 4: Conflict/Non-Conflict of Interest	

CHECK ONE

[] To the best of our knowledge, the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[] The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Signature:	
Name of Signer:	
Title/Position:	
Date:	

Failure to check the appropriate blocks above may result in disqualification of your proposal. Selecting potential conflict does not disqualify a proposer; however, additional information will need to be provided.

Attachment 5: Non-Debarment, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded Certification

Neither the entity nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Signature:	
Name of Signer:	

Title/Position:	
Date:	
Attachment 6: Drug-Free Workplace Affidavit	

The undersigned vendor hereby certifies that they will:

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 dangers of drug abuse in the workplace; the business's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the drug-free workplace statement.
4. In the statement specified in drug-free workplace statement, notify the employees that as a condition of working on the commodities or contractual services that are under bid 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 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.
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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Signature:	
Name of Signer:	

Title/Position:	
Date:	

Attachment 7: Certification Regarding Lobbying

The undersigned certifies that, to the best of his or her knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

3. The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The service provider certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the service provider understands and agrees with the provisions of 31 U.S.C. Chap 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

SIGNATURE	
Name of Signer	
Title/Position	
Date	