

REQUEST FOR PROPOSAL
(RFP) FOR
DISASTER RECOVERY CONSULTANT
SERVICES RFP# 4706DR-OK-OBU

1. PURPOSE:

Oklahoma Baptist University, herein referred to as OBU, is soliciting statements of qualifications and proposals from consultants to provide Disaster Recovery Consulting Services for OBU. The purpose of this Request for Proposal is to solicit responses from qualified firms to provide professional and technical service assistance to support OBU disaster recovery, to expedite financial recovery and mitigation through the Federal Emergency Management Agency's (FEMA) Public Assistance Programs and other federal and state programs, to ensure full compliance with all federal, state, and local laws, and to minimize impacts from future disasters. The selection will comply with the Title 2 Code of Federal Regulations (CFR) 200.

2. INSTRUCTIONS TO PROPOSERS:

Firms or companies desiring to provide services, as described in this RFP, shall submit - not later than 10:00 a.m. (CST) October 15, 2024 - four (4) complete physical copies and (1) electronic copy on a USB device in a sealed envelope to:

Oklahoma Baptist University
Attn: Lester Kasterke
500 West University Street
Shawnee, Oklahoma 74804

Offers by email, telephone, or telegram shall not be accepted. Also, proposers are instructed NOT to fax their proposal. Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. OBU will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the proposer to ensure that his or her proposal reaches OBU. The time and date for receipt of proposals will be scrupulously observed. Late deliveries or mail delays will be rejected as non-responsive regardless of the reason for the delay.

3. TERMS AND CONDITIONS:

3.1. OBU reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of OBU, or to award a contract to the next most qualified proposers if a successful proposer does not execute a contract within fifteen (15) days after approval of the selection by OBU. OBU reserves the right to cancel a solicitation at any time prior to approval of the award by OBU.

- 3.2. OBU reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
 - 3.3. Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to OBU the services set forth in this Request for Proposal, or until one or more of the proposals have been awarded.
 - 3.4. Proposals shall be sealed, and proposers should indicate on the packaging of their proposal the following:
 - 3.4.1. RFP #4706DR-OK-OBU – OBU, Disaster Recovery Consultant Services
 - 3.4.2. Name and address of proposer
 - 3.4.3. Affix label, found at the end of this RFP document to sealed envelope/container.
 - 3.5. The costs of preparation of a response to this RFP are solely those of the proposers. OBU assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that OBU bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
 - 3.6. All packages received in response to this RFP become the property of OBU and will not be returned. In the event of a contract award, all documentation produced as part of the contract will become the exclusive property of OBU.
 - 3.7. By submitting an RFP package, each respondent certifies that the proposer has fully read and understands all instructions in the RFP, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.
4. **QUESTIONS REGARDING THIS RFP:**
All questions or concerns regarding this RFP must be submitted in writing or by email to Oklahoma Baptist University, Attn: Lester Kasterke (lester.kasterke@okbu.edu), no later than 10:00 a.m. (CST) on October 1, 2024. It is the responsibility of the proposer to ensure that the email was received. OBU may issue an addendum to the RFP for distribution to all known prospective proposers. Any clarifications, answers to questions, or changes to this RFP provided in a manner other than a formal addendum, are to be considered “unofficial” and shall not bind OBU to any requirements, terms, or conditions not stated herein. All formally issued addendum shall be posted to the OBU website found here:

[Proposal Requests | Oklahoma Baptist University \(okbu.edu\)](https://www.okbu.edu)

No oral interpretation of this RFP shall be considered binding. OBU shall be bound by information and statements only when such statements are written and executed under the authority of OBU.

5. **PROPOSAL FORMAT:**

Proposers must succinctly respond in the format delineated below. The following information should be tabbed to identify the required information. Failure to submit this information may render your proposal non-responsive. The aim of the required format is to simplify the preparation of evaluation of RFP packages. All the components outlined below must be included with each copy of the RFP. All sections must be clearly identified and in the same

order as listed below. All RFP packages must include the following, with detail provided below:

5.1. SECTION 1: RFP COVER PAGE (Attachment A)

5.2. SECTION 2: COVER LETTER (Attachment B)

Provide a cover letter, not exceeding two pages, which is signed by an officer of the firm who is responsible for committing the firms' resources. The cover letter should provide the following:

5.2.1. Respondent's name, primary contact name, business address, phone number, fax number and e-mail address.

5.2.2. Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP.

5.2.3. A brief statement of the respondent's understanding of the services required and qualifications to provide disaster recovery consulting services.

5.2.4. A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines.

5.2.5. Such other information as the respondent deems appropriate.

5.3. SECTION 3: QUALIFICATIONS AND EXPERIENCE

5.3.1. Provide firm and staff qualifications and demonstrate the firm's prior experience in providing disaster recovery consulting services in accordance with FEMA and other federal programs. Respondent shall clearly demonstrate an understanding of the scope of work and other technical or legal issues related to the project. Provide history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited.

5.3.2. Provide copies of the following items, if applicable:

5.3.2.1. Proper and valid licensing to conduct business in the State of Oklahoma

5.3.2.2. Current Applicable Department of Professional Regulation License(s)

5.3.2.3. Current Applicable Certification(s)

5.3.2.4. A list of sub-contractors with credentials and related experience

5.4. SECTION 4: PROPOSED STRATEGY AND TECHNICAL APPROACH

In this section, respondent shall provide the firm's proposed strategy in representing OBU in responding to FEMA Major Disaster declared events. The respondent shall also provide the firm's technical approach to perform the scope of services requested to include procedures, methodologies, resources, systems, etc.

5.5. SECTION 5: AUDITING HISTORY

In this section, respondent shall demonstrate the firm's prior experience in defending and maintaining FEMA and other federal program reimbursements.

5.6. SECTION 6: SOCIOECONOMIC CONTRACTORS

Provide current copy of certificate of MBE/WBE/DBE. (Attachment C)

5.7. SECTION 7: ADMINISTRATIVE INFORMATION

- 5.7.1. Provide an organizational chart, resumes, and summary of staff qualifications.
- 5.7.2. Proof of liability insurance and its limits
- 5.7.3. Drug Free Workplace Form (Attachment G)
- 5.7.4. RFP Affidavit (Attachment D)
- 5.7.5. RFP Affidavit of Solvency (Attachment E)
- 5.7.6. Conflict of Interest Disclosure Form (Attachment F)
- 5.7.7. Acknowledged Addenda (Attachment O)
- 5.7.8. Contractor Questionnaire (Attachment N)

5.8. SECTION 8: PROPOSED PRICING

In this section, respondent shall fill out and submit the proposed rates on the rate sheet provided herein (Attachment H). All positions that may perform any work required under the scope of services should be included in this rate sheet. Proposed base rates, fringe & overhead, profit, and proposed billing rates shall be provided by each respondent. Please provide the name and specific office location for the staff member holding each position. For evaluation purposes, OBU will calculate an average base rate for each respondent, using all of the proposed base rates submitted on the rate sheet. Respondents shall be scored based on a pro-rata distribution of points according to the average base rate for each respondent. The respondent with the lowest average proposed base rate shall receive the maximum points possible, and all other respondents shall receive a score based on the formula provided herein above. All mileage expenses shall be billed directly to OBU at a rate of \$.50 per mile.

SECTION 9: OTHER INFORMATION

- 5.8.1. The proposer shall include a draft contract with the RFP submission. The contract must meet all contracting requirements of 2 CFR 200 and FEMA. Furthermore, all attachments should be completed and included in the RFP submission. Submittal requirements include:
 - 5.8.2. W-9
 - 5.8.3. Unique Entity IF Number (obtained from SAM.gov)
 - 5.8.4. Non-Collusion Affidavit of Vendor (Attachment I)
 - 5.8.5. Certification Regarding Lobbying (Attachment J)
 - 5.8.6. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Attachment K)
- 5.9. Litigation and Contract Termination History:

State whether proposer, or any employee thereof anticipated being assigned to provide debris removal services, has been a defendant in any proceeding involving or arising out of debris removal services within the past five (5) years. State whether proposer has had a contract related to debris removal canceled or terminated within the past ten (10) years. If so, provide the name and contact information of the other contracting party and reason for termination/cancellation.

6. SELECTION AND EVALUTION CRITERIA

6.1. Evaluation of Responses

All properly submitted RFP packages shall be evaluated by an evaluation committee. Each evaluation committee team member will receive a full set of all the RFP packages properly submitted, a copy of the RFP document with all University issued addenda, and an evaluation score sheet. The evaluation committee shall then evaluate each RFP package according to the criteria described herein. Each evaluation committee team member shall evaluate the RFP packages individually, without interference and coordination from any other team member. Scores from each proposer/respondent of properly submitted packages shall be recorded on an evaluation score sheet.

OBU staff may consider any evidence available regarding financial, technical, and other qualifications and abilities of a respondent, including past performance and experience prior to recommending approval.

OBU reserves the right to reject any or all proposals, waive minor formalities, and award/negotiate with the firm whose proposal best serves the interests of OBU.

6.2. Evaluation Criteria

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

Qualifications and Experience of Firm	45
Auditing History	25
Strategy and Technical Approach	20
Socioeconomic Contractors	5
Proposed Pricing	5
Maximum Total Point	100

6.3. Evaluation Criteria and Score Sheet Explanation

6.3.1. Qualifications and Experience

The respondent provides firm and staff qualifications and demonstrates the firm's prior experience in providing consulting services and its familiarity with FEMA and other federal programs. Respondent clearly demonstrates an understanding of the scope of work and other technical or legal issues related to the project and provides a history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited. This will be graded on a 0 - 45 scale.

6.3.2. Auditing History

Respondent demonstrates the firm's prior experience in defending and maintaining FEMA and other federal program reimbursements. This will be graded on a 0 - 25 scale.

6.3.3. Proposed Strategy & Technical Approach

The respondent provides the firm's proposed strategy in representing OBU in responding to FEMA Major Disaster declared events. The respondent provides the firm's technical approach to perform the scope of services requested including

procedures, methodologies, resources, systems, etc. This will be graded on a 0 - 20 scale.

6.3.4. Socioeconomic Contractor

The respondent provides a current copy of certificate of MBE/WBE/DBE. (Points will be awarded only if the current certificate is provided.) This will be graded on a 0 - 5 scale.

6.3.5. Proposed Pricing:

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

7. GENERAL REQUIREMENTS

7.1. BACKGROUND

OBU requires professional service assistance to support OBU disaster recovery, to expedite financial recovery and mitigation through the Federal Management Agency's (FEMA) Public Assistance (PA) Program and other federal and state programs; to ensure full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews; and to minimize impacts from future disasters. The ideal candidate shall possess demonstrated experience and thorough knowledge in disaster recovery programs and must have extensive knowledge and expertise in the operations of FEMA PA and hazard mitigation programs.

7.2. GENERAL REQUIREMENTS AND SCOPE OF SERVICES

The selected firm will be expected to provide specific tasks including but not limited to the following:

7.2.1. FEMA Public Assistance Advisory Services

7.2.1.1. Possess extensive knowledge related to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44CFR and 2 CFR 200), and Sandy Recovery Improvements Act (SRIA) of 2013 including alternative procedures for public assistance and debris removal.

7.2.1.2. Develop a process/system for OBU, from inception through the project closeout, to prepare and submit its PA program; this is to include documentation, procurement and contract, payroll, and grant submission support.

7.2.1.3. Develop processes for obtaining, analyzing and gathering field documentation including, but not limited to, records related to procured goods and services, timekeeping, and force account labor and equipment; this should include processes for disaster debris monitoring services.

7.2.1.4. Attend all meetings with FEMA, state and insurance representatives, as well as participate regularly with OBU designated FEMA workgroup.

7.2.1.5. Identify and communicate risks within OBU operations that could preclude its ability to optimize reimbursement.

7.2.1.6. Possess the expertise to assist in the preparation of accurate PA emergency and permanent work project estimates including but not limited to recognized cost

estimating, developing detailed damage descriptions and dimensions, scope of work, and proper identification of force account labor and equipment.

7.2.2. Financial, Payroll, and Grant Management

- 7.2.2.1. Ensure University disaster recovery and restoration processes comply with laws, regulations and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.
- 7.2.2.2. Possess the expertise to assist in all disaster-recovery financial reimbursement and reporting processes from FEMA, State or other agency. Ensure there are no duplications of submission if varying agencies are involved.
- 7.2.2.3. Possess the expertise to assist OBU through FEMA, State (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of University personnel policies to ensure compliance for eligible cost reimbursement.
- 7.2.2.4. Possess the expertise to assist OBU through FEMA, State (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services.
- 7.2.2.5. Provide oversight of contractor's billing to ensure all costs eligible for disaster grant funding are documented and claimed.
- 7.2.2.6. Perform intervallic review and reconciliation of actual project spending to ensure project costs are accurately captured.
- 7.2.2.7. Ensure OBU documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

7.2.3. Procurement and Contract Management/Monitoring Support

- 7.2.3.1. Ensure University disaster recovery and restoration procurement processes comply with laws, regulations and guidelines as required by FEMA, State or other agencies.
- 7.2.3.2. Possess the expertise to assist in the review of OBU purchasing policies to ensure compliance for eligible cost reimbursement.
- 7.2.3.3. Develop processes for ensuring compliance related to contract monitoring and contract close-out as required by FEMA, State, or other agencies.
- 7.2.3.4. Ensure University documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

7.2.4. Information Technology & Data Management

- 7.2.4.1. Possess the expertise to assist University staff in the development of IT solutions that support the management and implementation of disaster recovery programs.
- 7.2.4.2. Develop processes for OBU to properly collect data and document information as necessary to optimize compliance with FEMA, state, or other agencies.
- 7.2.4.3. Ensure OBU documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

7.2.5. Insurance and Other Funding Support

7.2.5.1. Review and understand OBU's insurance coverage in order to ensure OBU disaster recovery and restoration processes comply with laws, regulations and guidelines as required by FEMA, state, or other agencies as well as insurance adjuster(s).

7.2.5.2. Develop process to assist OBU in routing eligible expenses correctly, including insurance coverage guidelines. Possess the expertise to assist OBU with identifying other disaster recovery funding opportunities, including Community Development Block Grant Disaster Recovery programs.

7.2.5.3. Ensure there are no duplications of funding or submissions if varying agencies are involved.

7.2.6. Hazard Mitigation Support

7.2.6.1. Provide expertise in identifying, developing, and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events.

7.2.6.2. Possess the expertise to assist OBU in preparing relevant documentation and analysis related to hazard mitigation grant programs.

7.2.6.3. Ensure OBU's hazard mitigation programs comply with laws, regulations and guidelines as required by FEMA, state or other agencies.

7.2.7. Emergency Management Support Services

7.2.7.1. Provide expertise related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review, and test of plans related to future events.

7.3. CFR 200 Compliance Language Procurement Requirements

While assisting OBU with project procurements or in the event the vendor must procure additional resources post contract award, the awarded Proposer will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of federal, state, and local procurement rules, regulations and/or ordinances, etc.

7.4. Vendor Billing

The winning vendor will be engaged in direct project work; therefore, indirect billing is not anticipated and must be preapproved by OBU. All direct project costs will be concisely billed to specific project codes established by OBU. Vendor invoices shall be submitted weekly and will be categorized by project code and must include:

7.4.1. Name

7.4.2. Position

7.4.3. Billing Rate

7.4.4. Total Hours

7.4.5. Costs

7.5. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.

7.6. Suspension and Debarment

7.6.1. This contract is a covered transaction for the purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 CFR 180.995) or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

7.6.2. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, sub part C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

7.6.3. This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the contractor did not comply with 2 CFR pt. 180, sub part C and 2 CFR pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

7.6.4. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, sub part C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7.7. Sub-Contractors:

7.7.1. If the consultant elects to sub-contract with any firm for any portion of the work, the consultant shall be responsible for all work performed by any sub-contract and the consultant shall not be relieved of any obligations under this contract.

7.7.2. Each respondent shall submit a list of proposed subcontractors to be used if awarded the contract. Each respondent must provide a list of sub-contractors, under Section 3: Qualifications and experience, and attach a copy of all licenses and certificates for each subcontractor listed and submit with each copy of the RFP package. If subcontractors are to be included in the proposal, all terms and conditions must be

disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At OBU's request, provide all internal subcontractor documentation for federal reimbursement review.

7.7.3. If no subcontractors are proposed, so state thereon. At any time, OBU may, at its discretion, require any respondent to submit all relevant data required to establish to the satisfaction of OBU, the reliability and responsibility of the proposed subcontractors to furnish and perform the work proposed.

7.7.4. Prior to the award of the contract, OBU will notify the respondent in writing if OBU, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contractor. The respondent may then, at his option, withdraw his/her RFP package, or submit an acceptable substitute at no increase in price. If the respondent fails to submit an acceptable substitute within seven (7) days of the original notification, OBU then may disqualify the respondent, at no cost to OBU.

7.7.5. OBU reserves the right to disqualify any consultant, contractor, sub-contractor, vendor, or material supplier due to previously documented project problems, either with performance or quality.

7.7.6. Sub-contractors and other persons and organizations proposed by the respondent and accepted by OBU, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of OBU.

8. CONTRACT REQUIREMENTS

8.1. Insurance Requirements

8.1.1. The Consultant shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by OBU. All insurance policies shall be issued by companies authorized to do business under the laws of the state of Oklahoma. The consultant shall furnish proof of insurance to OBU prior to the commencement of operations. The certificate(s) shall clearly indicate the consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to OBU. Certificates shall specifically include OBU as an additional insured for all lines of coverage except workers' compensation and professional liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the consultant of its liability and obligations under this contract.

8.1.2. Insurance certificate holder address shall be listed as:

Oklahoma Baptist University
500 West University Street
Shawnee, Oklahoma 74804

8.1.3. The Consultant shall maintain during the life of this contract, comprehensive general liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the consultant from claims for damages for bodily injury,

including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the consultant or by anyone directly employed by or contracting with the consultant.

8.1.4. The consultant shall maintain, during the life of the contract, professional liability or errors and omissions insurance with minimum limits of \$1,000,000, if applicable.

8.1.5. The consultant shall maintain during the life of this contract, comprehensive automobile liability insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the consultant or by anyone directly or indirectly employed by a consultant.

8.1.6. The consultant shall maintain umbrella or excess liability insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

8.1.7. The consultant shall maintain during the life of this contract, adequate workers' compensation insurance in at least such amounts as are required by the law for the state of Oklahoma.

8.1.8. In the event of unusual circumstances, OBU council may adjust these insurance requirements.

8.2. Record Retention Requirements

The entity awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. OBU shall have access to all records, documents, and information collected and/or maintained by others during the administration of the agreement. This information shall be made accessible at the awardees' place of business to OBU, including the Business Office and/or its designees, for purposes of inspection, reproduction and audit without restriction. The consultant will work with OBU to provide all documentation necessary and required for federal reimbursement.

8.3. Contract Agreement and Term

8.3.1. It is the intent of OBU to enter a one (1) year agreement, with a renewal option clause for two (2) additional one (1) year renewal terms for services as described herein. It is expressly understood that OBU selection of any proposal does not constitute an award of a contract agreement with OBU. Once OBU has selected a proposal, contract negotiations will follow between OBU and the selected proposer. It is further expressly understood that no contractual relationship exists with OBU until a contract has been approved by OBU and formally executed by OBU.

8.4. Draft Contract Requirement

Proposers shall include a draft contract in their RFP submission. The contract must meet all contracting requirements of 2 CFR 200 and FEMA.

8.5. Notice to Proceed

A notice to proceed may be issued as early as twenty-four (24) hours after the contract has

been awarded. The proposer shall be willing and prepared to start work immediately.

8.6. Assignment of Contract:

The contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of OBU.

8.7. Governing Laws & Regulations:

It shall be the responsibility of the consultant to be familiar with and comply with all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this contract. The contract agreement shall be governed by the laws of the state of Oklahoma, both in interpretation and performance.

8.8. Termination:

8.8.1. Failure on the part of the consultant to comply with any portion of the duties and obligations under the contract agreement shall be cause for termination. If the consultant fails to perform any aspect of the responsibilities described herein, OBU shall provide written notification stating all items of non-compliance. The consultant shall then have seven (7) consecutive calendar days to correct all items of non-compliance. If the items of non-compliance are not corrected, or if acceptable corrective action as approved by OBU, has not been taken within the seven (7) consecutive calendar days, the contract agreement may be terminated by OBU for cause, upon giving seven (7) consecutive calendar days written notice to the consultant.

8.8.2. In addition to the above, OBU may terminate the contract agreement at any time, without cause, upon thirty (30) days written notice to the consultant.

8.8.3. OBU, at its option, may terminate the contract upon the filing by the contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

8.9. Indemnification:

To the fullest extent permitted by law, the consultant shall indemnify and hold harmless OBU, and its employees from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the consultant, a sub-consultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the consultant, a sub-consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the consultant or a sub-contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

8.10. Trade Secrets:

To invoke the provision of the State of Oklahoma, Trade Secrets, or other applicable law,
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the requesting firm must mark each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of the State of Oklahoma, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

8.11. Non-Exclusive Contract:

Award of this Contract shall impose no obligation on OBU to utilize the Contractor for any and/or all work of this type, which may develop during the contract period. This is not an exclusive contract. OBU specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in OBU best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

8.12. Exceptions:

Contractor is advised that if it wishes to take exception to any of the terms contained in this solicitation or the attached contract it must identify the term and the exception in its response to the solicitation. Failure to do so may lead OBU to declare any such term non-negotiable. The contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

8.13. Public Records.

In accordance with the State of Oklahoma (Public Records Law) and the Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposal and the responses thereto are public record. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

9. TIMETABLE FOR PROPOSALS

The following is a detailed schedule of the RFP process, which is subject to modification by OBU:

<u>09/15/2024:</u>	Advertise RFP
<u>10/01/2024:</u>	Questions due to OBU
<u>10/08/2024:</u>	OBU responses to submitted questions
<u>10/15/2024:</u>	RFP submittals due to OBU, not later than 10:00 a.m. (CST)

10/31/2024:

Selection Committee evaluation of proposals

ATTACHMENT A: SEALED RFP LABEL

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

SEALED RFP DO NOT OPEN

SEALED RFP# 4706DR-OK-OBU

RFP TITLE: DISASTER RECOVER CONSULTING

SERVICES DUE: October 15, 2024 AT 10:00a

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY CITY/STATE: _____

Deliver to: Oklahoma Baptist University
Attn: Lester Kasterke
500 W. University ST
Shawnee, Oklahoma 74804

**ATTACHMENT B: COVER LETTER
EXAMPLE**

REQUEST FOR PROPOSAL (RFP) NUMBER: RFP# 4706DR-OK-
OBU DISASTER RECOVERY CONSULTING SERVICES

COMPANY NAME
COMPANY
ADDRESS

DATE

DELIVERED TO:
Oklahoma Baptist University
500 W. University St
Shawnee, OK 74804

ATTACHMENT C

Instructions: If the Respondent is a Minority Owned Business (MOB) or Women Owned Business (WOB) or qualifies as a Section 3 business, the Respondent completes Form F.1. If the Respondent intends to utilize a MOB/WOB or Section 3 business in the performance of the proposed contract, the respondent completes Form F.2

C.1. CERTIFICATION AS A MINORITY OWNED, WOMEN OWNED OR SECTION 3 BUSINESS

I, _____ certify that _____
 is a
 Minority Owned, Women Owned or Section 3 Business.

Business Registered Name	
Business Registered Address 1	
Business Registered Address 2	
State of Registration	
Certificate or Registration Number	
Certifying Agency	

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. OBU reserves the right to withdraw or terminate the proposed contract should the representation of fact be false.

Signature	
Printed Name	
Position	
Date	

C.2: STATEMENT OF INTENT OF MOB/WOB/SECTION 3 UTILIZATION

I, _____ certify that _____ will utilize Minority Owned Business (MOB) or Women Owned Business (WOB) as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$ ____

Description of Work	MOB Amount	WOB Amount	Section 3 Amount	Name of MOB/WOB/Section 3

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. OBU reserves the right to withdraw or terminate the proposed contract should the representation of fact be false.

Signature	
Printed Name	
Position	
Date	

**ATTACHMENT D: RFP AFFIDAVIT OF SINGLE
SUBMITTAL**

RFP# 4706DR-OK-OB
Affidavit

To: OBU Shawnee,
Oklahoma

At the time the proposal is submitted, the Respondent shall attach to their proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ CITY OF _____. before me, the undersigned authority, personally appeared _____ who. Being duly sworn, despises and says they are _____ (Title) of _____ (firm) the respondent submitting the attached proposal for the services covered by the RFP document for RFP# 4706DR-OK-OB Disaster Recovery Consultant Services.

The affiant further states that no more than one proposal for the above referenced project will be submitting from the individual, their firm, association nor corporation under the same of different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither they, their firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm’s proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Proposer

Title

STATE OF _____)
COUNTY OF _____)

Subscribed and sworn before me this ____ day of ____, 2024 by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public

My commission expires

ATTACHMENT E: RFP AFFIDAVIT OF SOLVENCY

RFP# 4706DR-OK-OBU
Affidavit of Solvency

Pertaining to the solvency of _____ (Entity Name), being of lawful age and being duly sworn I, _____ (Affiant Name), as _____ (Title) hereby certify under penalty of perjury that:

1. have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above-stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of _____ - 2024.

Signature of Affiant

STATE OF _____)
COUNTY OF _____)

Subscribed and sworn before me this _____ day of _____, 2024 by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public

My commission expires

ATTACHMENT F: CONFLICT OF INTEREST CERTIFICATION

In accordance with 2 CFR 200.318(c)(1) the Bidder certifies that no member, officer, or employee of OBU or its designees or agents, no member of the governing body of OBU in which the program is situated, and no other public official of OBU who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, has any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the Agreement. The Bidder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the purposes of Section 2 CFR 200.318(c)(1).

This certification is a material representation of the 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 this transaction imposed by section 31 USC 1352. 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.

Bidder Name	
Signature	
Printed Name	
Position	
Date	

ATTACHMENT G: DRUG FREE WORKPLACE FORM

Company Name:

OBU Drug-Free Workplace Form

The undersigned firm hereby certifies that _____ does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee, engaged in providing the contractual services that are described in OBU request for proposals to provide bond underwriter services, a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or no contest to, any violation of the State of Oklahoma, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

ATTACHMENT H: COST PROPOSAL FORM

Key Program Management Personnel: The Proposer shall identify Key Program Management Personnel for the Project. Provide detailed resumes (limited to two pages) of Key Program Management showing related experience.

PROGRAM MANAGEMENT

Position	Name	City/State	Hourly
Rate Program Manager			
Deputy Program Manager			
Program Administrator			
Project Coordinator			

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

CONSTRUCTION & OPERATIONS

Position	Name	City/State	Hourly
Rate Cost Estimator			
On Site Inspector			
Construction Manager			
Resident Engineer			

PROGRAM & ADMINISTRATIVE SUPPORT

Position	Name	City/State	Hourly
Rate Financial Lead			
Project Manager			
FEMA			
Coordination			
Subject Matter Expert Funding Database			
Manager			
Procurement and Contracting			
Scheduling Administrative Assistant			
Senior Advisor			

All hourly rates provided shall be inclusive of all expenses incurred. Submitted by:

Authorized Signature	Title	Date
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Consultant Firm Business Name

ATTACHMENT I: NON-COLLUSION AFFIDAVIT OF VENDOR

The following affidavit **MUST** accompany your response to this proposal.

COUNTY OF _____). STATE OF _____)

AFFIDAVIT

I, _____, declare under oath, under penalty of perjury, that I am lawfully qualified and acting officer and/or agent of _____ (Firm's Name) and that:

1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including OBU, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including OBU, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. _____(Firm's Name) has not pled guilty to or been convicted of a felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
3. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to _____(Firm's Name) has been convicted of a
 - a. felony charge for fraud, bribery, or corruption relating to the sale of real or personal property to any state or political subdivision of a state.

(Officer or Agent)

Subscribed and sworn to before me this _____ day of _____, _____.

(SEAL)

My Commission Expires

(Notary Public)

ATTACHMENT J: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

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

- (1) No Federal 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 Federal 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 instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the 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 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.

Signature	
Printed Name	
Position	
Date	

ATTACHMENT K: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

In accordance with 2 CFR Part 2424 and 24 CFR Parts 5, 6, et al (US Department of Housing and Urban Development: Implementation of OMB Guidance on Debarment and Suspension; Final Rule) the Respondent certifies, to the best of his or her knowledge and belief, that:

- (1) No employee of the Respondent who will materially participate in the Respondent’s delivery of labor or work product under this RFP is currently suspended or debarred under the applicable laws or regulations in effect on the date of certification.
- (2) No sub-contractor, partner or other party who will materially participate in the Respondent’s delivery of labor or work product under this RFP is currently suspended or debarred under the applicable laws or regulations in effect on the date of certification.
- (3) The undersigned Respondent shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the 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 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.

Signature	
Printed Name	
Position	
Date	

ATTACHMENT L: EVALUATION CRITERIA FORM

Category A: Qualifications and Experience

The respondent provides firm and staff qualifications and demonstrates the firm's prior experience in providing consulting services and its familiarity with FEMA and other federal programs. Respondent clearly demonstrates an understanding of the scope of work and other technical or legal issues related to the project and provides a history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited. This will be graded on a 0-45 scale.

Category B: Proposed Strategy & Technical Approach

The respondent provides the firm's proposed strategy in representing OBU in responding to a FEMA Major Disaster event. The respondent provides the firm's technical approach to perform the scope of services requested including procedures, methodologies, resources, systems, etc. This will be graded on a 0-20 scale.

Category C: Auditing History

Respondent demonstrates the firm's prior experience in defending and maintaining FEMA and other federal program reimbursements. This will be graded on a 0 - 25 scale.

Category D: Socioeconomic Contractor

The respondent provides a current copy of certificate of MBE/WBE/DBE. (Points will be awarded only if the current certificate is provided.) This will be graded on a 0-5 scale.

Category E: Proposed Pricing:

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

ATTACHMENT M: EVALUATION SCORE SHEET

RESPONDENT	CATA (0-45)	CAT B (0-25)	CAT C (0-20)	<u>CAT D (0-5)</u>	<u>CATE(0-5)</u>	TOTAL
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Name of Evaluator: _____

Signature: _____

Date: _____

ATTACHMENT N: CONTRACTOR QUESTIONNAIRE

Contractor Information

Company Name:

Street Address:

County:

State:

Zip:

Telephone Number:

Facsimile Number:

Type of Organization (circle one):

FEIN:

Sole Proprietorship Partnership Joint Venture
Corporation

G.C. License No.:

Years in Business:

No. of Full Time Employees:

No. of Part Time Employees:

Website Address:

Method of Contact

Name:

Title:

Telephone Number:

E-Mail:

Authorized Signatures/Negotiators

Name:

Title:

Telephone Number:

E-Mail:

Name:

Title:

Telephone Number:

E-Mail:

Name:

Title:

Telephone Number:

E-Mail:

ATTACHMENT O – ADDENDUM ACKNOWLEDGEMENT FORM

The undersigned acknowledges receipt of the following addenda to the Bid/Request for Proposals (indicate number and date of each):

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.

Acknowledgement: I certify that I have read and agree to the above terms and conditions and that I am authorized to sign for the Vendor/Contractor.

Company Name: FEIN:

Authorized Signature: Date:

Printed Name: Title: