

**The City of Moore
Moore, Oklahoma**



**BID #1415-005
Professional Services
To complete a National Disaster Resiliency Competition
Application**



**Submit Proposals to:
Carol Folsom
Purchasing Agent
City Clerk's Office
Consultant: National Disaster Resiliency Competition
City of Moore
301 N. Broadway, Suite 142
Moore, OK 73160-5130**

PUBLIC NOTICE

**REQUEST FOR
PROPOSALS**

By the City of Moore, Oklahoma
**FOR PROFESSIONAL SERVICES TO COMPLETE A
NATIONAL DISASTER RESILIENCY COMPETITION APPLICATION FOR
MOORE, OKLAHOMA**

NOTICE IS HEREBY GIVEN that the City of Moore will accept sealed proposals for providing all professional services, labor, materials, and related incidentals necessary for the completion of a National Disaster Resiliency Competition (NDRC) Application for Moore, OK.

Proposals will be accepted until **3:00 pm CST on December 12, 2014** at which time the Proposals will be publicly opened.

Copies of the RFP will be posted to the City of Moore's Tornado Recovery website (<http://www.cityofmoore.com/recovery>) on **November 19th, 2014 at 12:00 PM.**

Questions regarding the RFP may be submitted in writing or by e-mail to:

Jared Jakubowski,
Assistant Planner/Grants Manager
City of Moore
301 N. Broadway
Moore, OK 73160-5130
jjakubowski@cityofmoore.com

Proposals are to be sealed and marked "Consultant: National Disaster Resiliency Competition" and submitted to:

Carol Folsom
Purchasing Agent
City Clerk's Office
Consultant: National Disaster Resiliency Competition
City of Moore
301 N. Broadway
Moore, OK 73160-5130

The City of Moore reserves the right to accept or reject any or all Proposals, or any part therefore; waive any minor defects, irregularities or informalities; and to decide not to award any contract; or, award a contract deemed to be in the best interests of the City of Moore.

Date of Publication: November 20, 2014 and November 26, 2014

SECTION 1. PROJECT SUMMARY

1) DESCRIPTION AND OBJECTIVES

The City of Moore (“City”) is seeking professional services relating to the completion of a National Disaster Resiliency Competition (NDRC) Application by March 13th, 2015.

The City was hit by an F-5 Tornado on May 20th, 2013 which caused widespread devastation within the City. As a result, the City has received allocations totaling \$52.6 million in Community Development Block Grant Disaster Recovery (CDBG-DR) funds. As a result of the CDBG-DR allocations, the City is an eligible applicant for the NDRC.

The City of Moore has assembled partners and eligible potential projects for the NDRC application as outlined in Attachment A: Proposed NDRC Scope.

The City is seeking professional services to prepare the NDRC application based on the published criteria contained in Federal Register Notice FR-5800-N-29(the FRN) and the applicable Community Development Block Grant (CDBG) laws and regulations. Funding for the competition is from the Community Development Block Grant Disaster Recovery appropriation provided by the Disaster Relief Appropriations Act, 2013 (PL 113-2).

Project Funding: Respondents should note that the Project will be funded with Community Development Block Grant Disaster Recovery (“CDBG-DR”) grants. Accordingly, the professional services contract will include specific grant requirements for Project expense reimbursement.

2) BACKGROUND INFORMATION

May 20th Tornado

On May 20, 2013, the City of Moore experienced an EF5 tornado that cleared a path of destruction 17.5 miles long and up to 1.3 miles wide through the City from west to east, destroying over 1,000 single family homes, 94 duplexes, 53 mobile homes and affecting 2 apartment complexes, over 2,400 homes were affected by this disaster. The aftermath of this disaster has caused great need in the community for housing, public infrastructure, public services, and business recovery, among others. Figure 4 illustrates the path of the May 20, 2013 tornado damage through various census tracts within the City of Moore.

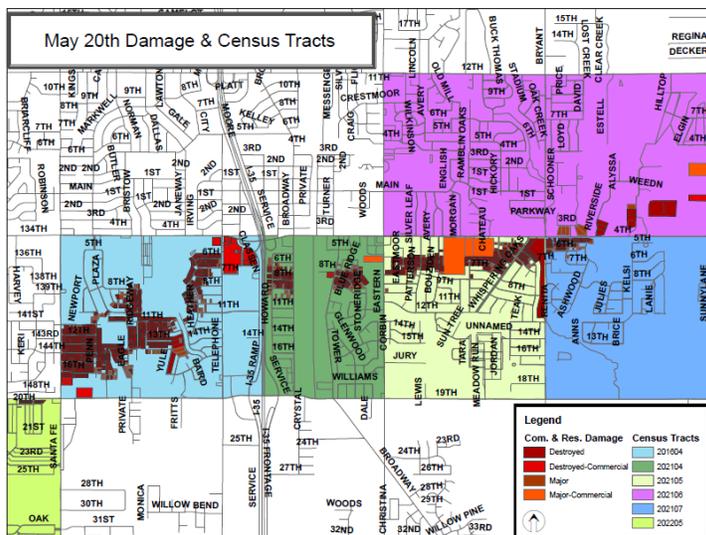


Figure 1: May 30th Tornado Path Through Moore

Location and Demographics

Community Profile: The City of Moore is located in the central region of the State of Oklahoma in the heart of the Oklahoma City Metropolitan Statistical Area (MSA). The city is bisected by Interstate 35 (I-35), a major interstate corridor which extends from the Gulf Coast to the Great Lakes. Moore is mostly “land locked” with the City of Norman along the southern boundary of Moore and the City of Oklahoma City along Moore’s northern, western, and eastern boundary.

Moore began as a small town in 1893 with a population of 100. Throughout its history, Moore has enjoyed a steady growth rate, especially in the 1960 through the mid-1980’s where the City grew by 964% due in part by the “white flight” of middle class families out of Oklahoma City and the Oil Boom in the early 1980’s. Moore’s current population is estimated at 46,637 with 17,775 households.

Population: The age and household composition of the population has a significant impact on the overall character of the community and directly affects community development priorities and projects. As of the 2000 Census, the largest percentage of the population is within the 20-44 age range. Less than 30% of the population is over 45 years old. The average household size in Moore is 2.75. According to the American Community Survey: 2006-2008 Multi-Year Data, the median household income in Moore is \$56,074 with an estimated 4,376 households in the low-moderate income bracket. The population of Moore is predominately white (79%) with a 21% minority population that represents African American, Native American, Asian, Hispanic and Other ethnic populations combined.

Economy and Employment: Being located adjacent to Oklahoma City and Norman, Moore is considered a “bedroom community”, with the majority of its residents being employed outside the city limits of Moore. According to the City of Moore 2010 Economic Profile, The largest private employers in Moore are Convergys, a customer support in-bound call center, with 900 employees, Vaughan Foods, a food manufacturer, with 550 employees, and Wal-Mart Super Center with 470 employees. The city currently has an unemployment rate of 5.5%.

Household Income: The median household is \$56,074 rising dramatically from the 2000 Census figure of \$43,409. It is estimated that 1,507 households live below the poverty level, and 4,376 are considered to be low-moderate income. The areas with the highest concentration of low-moderate income households are located in the central and northwest portions of the city.

Housing:

Based on data obtained from the Cleveland County real property tax assessment database, the City of Moore contains a total of 21,199 residential dwelling units comprising single family detached, mobile homes, duplexes, and garden apartments.

In 2012, the Moore housing inventory comprised 69% owner occupied homes, compared to 59% of owner occupied homes in the State of Oklahoma and 66% in the nation. The renter occupied inventory in Moore was 26% in the same year, compared to 29% in the state and 34% in the nation. The percentage of rental occupied homes rose from 22% in 2000 to 26% in 2012, following a national trend. Based on an inventory of 1,899 apartments and 853 duplexes/triplexes of which 90%, or 768, are probably rentals, the balance of approximately 2,845 renter occupied dwellings comprise single family detached units.

Between 2010 and 2013 the highest number of homes, 1,213, were sold in the \$100,000 to \$150,000 range, followed by 1,138 home sales in the \$150,000 to \$200,000 range. Just over 1,000 homes were sold below \$100,000, and 296 homes were sold above \$250,000. Moore’s rental housing can be categorized into two major groups: purpose built rental housing, which is comprised primarily of

apartments and duplexes; and, single family dwellings that are rented. Based on the preceding analysis, rental housing can be broken out as follows:

Type	Units
Total rental occupied units	5,512
Purpose built rental units:	2,667
- Apartments:	1,899
- Duplexes:	768

Moore has a total of 300 age restricted units for rent, and 302 group housing units that include assisted living and nursing homes.

PREVIOUS PLANS AND STUDIES

- Moore Comprehensive Risk Assessment of Infrastructure – Cardinal Engineering - (January 2015)**
- Comprehensive Housing Market Analysis - RKG Associates, Inc - (December 2013)**
- 2010-2015 HUD Consolidated Plan – City of Moore – October 2010 – (as amended in 2014)**

3) RFP SCHEDULE

Timeframe Proposal and Review Process

Date (s)	Activity
November 20th	RFP Release
November 26th	Second Publication
December 2nd	Final Date to Submit Written Question (10:00 AM)
December 5th	Questions Responded To (5:00 PM)
December 12th	RFP Responses due by (3:00 PM)
December 16th	Internal review of RFP Responses Completed
December 18th	Interviews
December 19-23	Negotiations with Consultants
December 29 th	Contract on Council Agenda
January 5 th	City Council approval

Proposal Submission-Time and Manner

Proposals will be accepted until 3:00 PM on December 12th, 2014. Consultant Proposals submitted after that date and time shall not be considered. The ultimate responsibility for the delivery of the Proposal rests solely with the Consultant. The City shall make no exception to the submission deadline based upon postal or other delivery service delays, even when untimely delivery of the Proposal was no fault of the Consultant.

Proposals shall be sealed and marked "Consultant: National Disaster Resiliency Competition" and delivered to:

**Carol Folsom
Purchasing Agent
City Clerk's Office
Consultant: National Disaster Resiliency Competition
City of Moore
301 N. Broadway
Moore, OK 73160-5130**

1. Proposals sent by fax or e-mail transmission will not be accepted.
2. A total of ten (10) printed copies of the Proposal shall be submitted, consisting of nine (9) bound copies, plus one (1) unbound copy.
3. Proposals shall also be submitted in electronic format on a jump drive compatible with "Adobe Acrobat Reader," all spreadsheets and related information shall be compatible with "Adobe Acrobat Reader";
4. Proposals may not be modified, corrected, or withdrawn after the time fixed for the Proposal opening.
5. Any requests for modifications, corrections, or requests for withdrawal must be in writing, clearly identified, and must be delivered to the City. All requests must be received prior to the time fixed for opening of the bids.

4) INFORMATION

1. Consultants are requested to submit written concerns, questions, or defects in the RFP prior to, or at the time of, the Pre-Proposal meeting.
2. Addenda, if any, will be issued after the Pre-proposal Meeting.
3. In no event shall the Consultant submit any written concerns regarding ambiguities, questions, or defects after December 2nd, 2014.
4. The City assumes no responsibility for the verbal statements or representations made by its officers, agents, or employees prior to the execution of any Contract, unless such representations are made in writing and specifically included as part of the RFP, as an Addendum, or subsequently included in any resulting contract.
5. Nor shall the City be liable for any conclusions or interpretations drawn by Consultant from the information supplied. No increase in the Contract Amount shall be made on the basis of Consultant's lack of knowledge or misunderstanding of the requirements of the Project and/or site conditions.
6. Any failure by the Consultant to obtain all the information it deems necessary to satisfy itself that

it understands the scope of the Project shall not relieve Consultant, if awarded the contract, from complete performance of all Work for the amounts stated in its Proposal. Submission of a Proposal shall be deemed certification that Consultant has taken all steps necessary to become fully informed as to the nature and scope of the Work to be done, expectations, conditions, requirements, specifications, Contract Documents and the accuracy of estimates as to quantities of materials and labor. Failure to take such steps prior to submitting a Proposal will be at the Consultant's own risk and Consultant's failure to take such steps will not:

- a. Secure relief on a plea of error or mistake;
- b. Excuse the successful Consultant, if awarded the contract,, from performance of the duties and obligations imposed under the terms of the Contract Documents;
- c. Serve as a basis for modifying the Contract in any way; or,
- d. Justify any request for additional compensation or time.

5) PROPOSAL FORMAT AND CONTENT OF PROPOSALS

1. Proposal information shall be presented, to the extent possible, in a manner corresponding to, and identified by, the section or subsection titles stated in this RFP. All blank spaces on any required form, attachment or certification must be completed in ink or type written.
2. To be considered complete, Proposals must address the questions raised, and provide a complete response to the information requested, in the various Sections of this RFP. Each Consultant must also submit the information stated in Exhibits listed below and, all Proposals shall include the following:
 - a. Letter of Intent reflecting the consultant's understanding of the project. Names and addresses of all firms involved in the project. Related projects on which each firm has performed comparable work during the last five years. Please indicate references for each project.
 - b. Names, addresses and responsibilities of key personnel participating in the project. Please include resumes for key personnel, including educational experience.
 - c. Clearly specify which personnel will work on various aspects of the project. Include designation of project principal and project manager.
 - d. Project timeline, including an estimated date of completion for the project with a breakdown of the number of hours required per task and cost per task (Level of Effort and Cost Summary Matrix provided in List of Exhibits). Provide hourly rates for all personnel involved in the project (4400 form provided in List of Exhibits).
 - e. Names, addresses and telephone numbers of a minimum of three (3) references for similar projects.
 - f. Description of the consultant's approach to the project and a proposed work plan

6) EVALUATION CRITERIA AND SELECTION

The City shall be the sole and final judge of the merits of the Proposals submitted. The City urges respondents

1. **Compliance with RFP Requirements:** Proposals must be made in strict accordance with the instructions set forth in this RFP. Proposals shall be reviewed for completeness and compliance with the Proposal Requirements set forth in this RFP. The City shall have no obligation to review or consider, and reserve the right to reject, any Proposal that fails to satisfy or conform to any of the RFP requirements.
2. **Evaluation Categories and Factors:** The City will evaluate proposals. The City reserves the right to select the proposal that it deems to be in the best interest of the project. The selection of the Consultant will be based on the following criteria:
 - a. Consultant understanding and familiarity with the City’s needs, goals, objectives, the work involved and the nature of the proposed application.
 - b. Previous experience and capabilities in comparable projects.
 - c. The consultant’s technical experience with Community Development Block Grant Disaster Recovery and Disaster Resiliency.
 - d. Past record of performance on contracts with other governmental agencies, including such factors as control of costs, quality of work and ability to meet schedules.
 - e. Capacity of the consultant to perform work within the time limitations.
 - f. Qualifications of the individuals who will have direct involvement with the tasks of this project.
3. **Cost**
 - a. A draw schedule tied to specific benchmarks in the respondent’s approach and outline

Scoring Matrix

	Evaluation Criteria	Maximum Points
	Consultant understanding and familiarity with the City’s needs, goals, objectives, the work involved and the nature of the proposed application.	10
	Previous experience and capabilities in comparable projects.	10
	The consultant’s technical experience with Community Development Block Grant Disaster Recovery and Disaster Resiliency.	15
	Past record of performance on contracts with other governmental agencies, including such factors as control of costs, quality of work and ability to meet schedules.	15
	Capacity of the consultant to perform work within the time limitations	15
	Qualifications of the individuals who will have direct involvement with the tasks of this project.	15
	Cost	20
	Maximum Total Score: 100	
	Bonus of 5 points for MBE/WBE Registered Firm	

The City anticipates that the following Scope of Work will be completed between January 5th, 2015 and March 13th, 2015

SECTION 2. SCOPE OF WORK

Description

The Consultant will prepare a gap analysis, a draft for public comment, a final draft and a complete application for the National Disaster Resilience Competition (NDRC) between January 5th and March 13th, 2015.

The completed application will meet all CDBG and NDRC requirements and represent the City’s best effort to effectively compete in the NDRC.

Project Management:

Project Management Schedule:

January 5 th :	Expected Contract Approval Date
By January 9 th :	Kick-off Conference Call – Distribution of Current Status
January 19 th :	Gap Analysis, Proposed Remedies
January 30 th :	Progress Report
February 12 th :	Public Comment Draft to the City
February 16 th :	Public Comment Period Begins
March 2 nd :	Public Comment Period Ends
March 9 th :	Final application Draft to City
March 13 th :	Final Application Delivery
March 16 th :	Application Upload to HUD

The Consultant will be directly responsible to the City’s Associate Planner/Grants Manager

Intentionally Left Blank

Task 1: Kick-off Call

A team consisting of City Staff, elected officials and key partners will continue to work on elements of the proposed NDRC application during the RFP period. By the expected date of contracting with the successful consultant the City will have completed additional consultations with partners and the public, framed or reframed activities proposed and updated the outline provided in this RFP. The City will provide the consultant with an updated proposed plan upon contract signing.

The kick-off Conference Call will provide the consultant the opportunity to ask questions of key members of the team, to seek clarifications of the proposal scope, or to address specific concerns.

Deliverables: None

Task 2: Analysis of Gaps

The Consultant will analyze the City's proposed plan and provide a gap analysis for the following areas

Project Eligibility:

The Consultant will determine how each of the proposed projects meets CDBG and NDRC eligibility requirements, the category of eligibility, and specific data necessary to support eligibility. Particular attention should be given to meeting the Low-Moderate Income requirements. Where gaps are identified the Consultant will propose remedies which can be reasonably completed within the contract schedule.

Cross Support:

The Consultant will evaluate the existing proposals interaction with the NDRC requirements and propose methodologies for increasing the proposals scoring in Phase 1.

Data Gaps:

The Consultant will identify or define data gaps needed for the application which can be reasonably completed within the contract schedule.

Documentation Gaps:

The Consultant will identify current documentation gaps within the proposed application, including agreements necessary, supporting documentation necessary and any other gaps identified by the Consultant

Other:

The Consultant may identify other gaps

Deliverables: Provide a written assessment of the gaps identified and the remedies proposed to the City by January 26, 2015.

Task 3: Public Comment Draft

The Consultant will prepare a draft of the overall NDRC proposal for public comment. The public comment draft must include all required elements necessary to meet CDBG and NDRC requirements.

Deliverables: Public Comment Draft by the close of business on February 12, 2015

Task 4: Final Draft

The Consultant will provide the City with a final draft of the application for review by the City. The final draft will include comments made during the public comment period and any updates or revisions since the Public Comment Draft.

Deliverables: Final Draft by the close of business on March 9th, 2015

Task 5: Complete Application

The City will review the application and provide any comments, corrections, additions or deletions by close of business on March 11th, 2015.

The Consultant will provide the City with a complete NDRC application package by the close of business on March 13th, 2015

Deliverables: Complete Application by the close of business on March 13th, 2015

LIST OF EXHIBITS

Informational:

- Exhibit A Template Professional Services Agreement (PSA) Contract with Exhibits – to be completed if the consultant is selected. This contract contains standard language that is subject to approval by the City of Moore prior to execution.

- Exhibit B Consultant Insurance Requirements (to be completed if consultant is awarded contract.)

To be completed and attached to the Proposal Response:

- Exhibit C Non-Collusion Affidavit

- Exhibit D Certification Regarding Lobbying

- Exhibit E Certification Regarding Debarment, Suspension, and Other Responsibility Matters

- Exhibit F Contractors Certificate

- Exhibit G Cost and Price Analysis

Exhibit C

NON-COLLUSION AFFIDAVIT OF VENDOR

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

COUNTY OF _____) SS.
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 The City of Moore, 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 the City of Moore, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. _____, has not pled guilty to or been convicted of a
(Firm's Name)
felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
2. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to _____ has been convicted of a
(Firm's Name)
felony charge for fraud, bribery, or corruption relating to 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)

Exhibit D: Byrd 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, 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 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.

Signature	
Printed Name	
Position	
Date	

Exhibit E: 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 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.

Signature	
Printed Name	
Position	
Date	

Exhibit F:

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

F.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. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false.

Signature	
Printed Name	
Position	
Date	

F.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. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false

Signature	
Printed Name	
Position	
Date	

