

Request for Proposals  
City of Minot – Community Development Block Grant – Disaster Recovery for 2011 Disaster  
Grant Administration Services and Project Delivery Services

The City of Minot requests proposals from individuals or firms to provide Grant Administration and Project Delivery Services for a 2011 Community Development Block Grant – Disaster Recovery (CDBG-DR grant). The City of Minot will receive \$67,575,964 from the CDBG-DR.

Bidding firms must have a thorough understanding of the US Department of Housing and Urban Development (HUD) requirements established for the CDBG-DR (“Flood”) program, and all other external requirements for each of the above-listed program components, including (but not limited too) FEMA, SBA, and other agency requirements (when, and if applicable under the program component).

Please read the entire solicitation package and submit your offer for evaluation in accordance with all the instructions.

**NON-DISCRIMINATION POLICY:** In compliance with the State and Federal Constitutions, the North Dakota Century Code Chapter 14-02.4, Human Rights, and Section 504 of the Federal Rehabilitation Act, the City of Minot does not discriminate in employment or any other activity.

**PROJECT CONTACT:** If you have a question or suspect an error, you must immediately notify the Project Contact identified in this section. Do not discuss the solicitation or your proposal, directly or indirectly, with any City officer or employee other than the City Project Contact. Only written answers to questions shall be binding on the City.

Cindy Hemphill  
Finance Department  
515 2<sup>nd</sup> Ave SW  
PO Box 5006  
Minot, ND 58702

Phone: (701) 857-4784  
Fax: (701) 857-4782  
E-mail: cindy.hemphill@minotnd.org

**OFFER DUE DATE, TIME AND SUBMISSION LOCATION:** Due Date: **April 10, 2012**  
Time: **11:00 AM Central Time**

**Deliver Proposals To:**  
Cindy Hemphill  
Finance Director  
City of Minot  
PO Box 5006  
Minot, ND 58702  
Or 515 2<sup>nd</sup> Ave SW

**Label Outside of Envelope / Container:**  
City of Minot CDBG Disaster Recovery  
Attn: Cindy Hemphill  
April 10, 2012, 11 AM Central Time  
[Vendor name & address]

We will open Proposals at the Due Date, Time and Delivery Location. Prior to the due date, you may mail or hand-deliver Proposals, modifications, and withdrawals. We do not allow e-mail, fax, or other electronic submissions. We must physically receive submissions as specified; it is not sufficient to show you mailed or commenced delivery before the due date and time. We will not consider Proposals, modifications or withdrawals submitted after the due date and time. All times are City of Minot local times (central time).

**Number of Copies:** You must submit 1 signed original and 5 copies of the Proposal in a sealed container. In addition, you must submit [1] copy on CD in the following format: MS WORD 2003 or later version.

**Offer Firm Time:** Your Proposal must remain firm for 120 days from opening.

**Security:** Bid Bond: **Not Applicable** Performance Bond: **Not Applicable**

**Protest:** Minot City Ordinances do not have a formal protest procedure regarding bid disputes or protesting the awarding of bids. Since this Grant requires such a procedure, the City will set up the following format for bid protests:

- (a) Any protests of bids must be filed in writing with the City Finance Director within seven (7) calendar days of the opening of the bids, and must specifically designate all alleged deficiencies which would make the award of the bid legally improper. This written protest shall also indicate the name, address, telephone number, and the identify of a principal individual representing the interests of the protesting entity.
- (b) Within ten (10) days of actual receipt of the written protest (excluding weekends or holidays), the Minot City Council shall hear and determine the merits of the written protest at a formal and scheduled meeting of the City Council. Notice of the time and date of the hearing before the City Council shall be provided to the protesting entity at least three days before the scheduled council hearing. This notice may be given by telephone contact, facsimile, e-mail, and/or ordinary mail.
- (c) Following the determination of the written protest by the City Council at a regular meeting, the City Clerk shall send by certified mail written notice of the decision to the protesting entity. However, the effective date of the decision made by the City Council shall be the date upon which the decision was made by the Council in its formal meeting.
- (d) If the protesting entity or its representatives do not personally appear at the hearing scheduled before the City Council, the protest shall be deemed as denied on the date of the schedule hearing.
- (e) The decision of the City Council shall be final for purposes of the legal doctrine which requires the exhaustion of administrative remedies, and no further appeal of the protest or the ultimate decision rendered by the City Council shall exist within the administrative process of the City.



**ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST SHALL BE IN WRITING.**

Proposals become the property of the City of Minot and these and late submissions will not be returned. Your offer will be subject to disclosure or examination by the public under North Dakota Century Code Chapter 44-04-17.1 through 44-04-31 (open records law).

**PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Proposals become the property of the City of Minot and these and late submissions will not be returned. Your offer will be open to the public under North Dakota Century Code Chapter 44-04-17.1 through 44-04-31. We will disclose the successful Vendor's name, the substance of the proposal, and the price.

**RESERVATIONS:** You must read and understand the solicitation and tailor your Proposal and activities to ensure compliance. We reserve the right to amend the solicitation, reject any or all Proposals; to award by item, group of items, or grand total; and to waive minor defects. We may request a clarification; inspect your premises; interview staff; request a presentation; or otherwise verify the contents of the proposal, including information about subcontractors and suppliers. We may request Best and Final Proposals when appropriate. We will make all decisions on compliance, evaluation, terms, and conditions, and shall make decisions solely in the best interests of the City. This competitive process requires that you provide additional information and otherwise cooperate with us. If you do not comply with requests for information and cooperate, we may reject your proposal. You have no right to an award by submitting a proposal. We are not responsible for and will not pay any costs associated with the preparation and submission of your proposal. If you are the awardee, you shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the City Finance Director.

**GOVERNING LAW AND FORUM:** North Dakota law and rule govern this solicitation and any resulting contract. You must bring any action relating to this solicitation or any resulting contract in the appropriate court in North Dakota. We do not allow binding arbitration.

**GRANT ADMINISTRATION** services shall include, but not limited to: compliance with all required reporting, tracking overall grant progress in compliance with CDBG program guidelines, providing technical assistance when necessary, preparation of amendments, coordination with City committees, financial management, and other grant-required administration tasks requested by the City and/or funding agency. Areas that may be included are as follows:

- Economic Development
- Housing – Housing Acquisition Programs
- Housing – Housing Rehabilitation & Repair Program
- Public Infrastructure – Public Infrastructure Program

PROJECT DELIVERY SERVICES shall include, but not be limited to: conducting environmental review based on selected activities, preparing and reviewing homeowner applications, housing work write-ups, contractor verification, developing bid packages, overseeing bidding process, progress inspections, compliance with Davis-Bacon requirements, working with project engineers, if required, and other activity related tasks required to complete the project.

Specifically, the City of Minot requests the following services to be provided:

- Portfolio Management processes and tools for organizing and managing CDBG-DR programs and funds.
- Establishment and training on best practices related to Program Management.
- Establishment of Program charters, timelines, goals, metrics and deliverables.
- Document control and management.
- Action Plan and program development and support.
- Policy development and review.
- Support of program and financial compliance requirements.
- Support on communication strategy.
- Support of monitoring plans and execution.
- Support of program operations as required.
- City of Minot, Congressional, and State Government office reporting.

Procurement and contracting of all services shall conform to CDBG guidelines and state and federal regulations including 24 CFR Part 85. Separate contract may be awarded for each service procured. The selection process shall be open to the public and records maintained in accordance with CDBG requirements.

**EVALUATION PROCEDURES AND FACTORS:** The Proposer may be required before the award of any contract to show to the complete satisfaction of the City of Minot that it has the necessary facilities, ability, and financial resources to provide the services specified herein in a satisfactory manner. The City of Minot may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and Proposer shall furnish the City all information for this purpose that may be requested.

Proposals for the requested Grant Administration and Project Delivery services shall be ranked separately and evaluated separately using the following criteria:

- **15 Points Company Profile:** Scoring will emphasize management, organization, availability of staff, skill, financial and other necessary resources to perform the work or provide the services required.
- **15 Points Commencement:** Scoring will emphasize ability to commence services and familiarity with CDBG regulation promptly or within the time specified, without delay or interference.
- **25 Points Experience:** Scoring will emphasize direct program experience and success with the specific items listed in the proposal as well as a variety of programs including all aspects of CDBG-DR programs, character, integrity, reputation, judgment, and efficiency of the Proposer. Scoring will also emphasize disaster recovery experience.
- **20 Points Approach Strategy:** Scoring will emphasize project approach for each service requested and proven implementation and/or management strategies by the team for the local City residents and local City government including CDBG. Responders must have sufficient and qualified staff immediately available to contract solicitations and to enter into and manage any components targeted by the RFP.
- **20 Points References:** Scoring will emphasize quality of references. Responders must have a minimum of three years experience working with the CDBG Program. Minimum of three years working with state and local governments. Also the quality of performance of previous contracts or services.
- **5 Points Price** Proposers shall provide hourly information by title function assigned to the project as shown below:

Department	Title/Function	Average Hourly Rate for Contract Term	Estimated Number of FTE Hours



Proposers shall provide a “blended hourly rate” based on the rates identified in the proposal  
NOTE: The blended hourly rate submitted is not subject to increase during the contract term and any renewal periods. The blended hourly rate shall be the sole means of compensation for professional services performed by the proposer. (Subsequent to Negotiations with the City of Minot, the blended hourly rate will be multiplied by the anticipated number of hours devoted to servicing the City’s Account.

The maximum level of compensation for fee will be negotiated with the most qualified proposer in conjunction with the Scope of Work to be performed by the proposer. Compensation for professional services will be based on the blended hourly rate. Compensation will be calculated using the following formula: (Total Hours x Blended Hourly Rate) = Maximum Compensation.

A selection committee made up of qualified City staff and elected officials shall review and evaluate all responses. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.

Proposals that satisfactorily complete the above steps will be reviewed/analyzed to determine if the proposal adequately meets the needs of the City. Factors to be considered are as follows:

- The overall quality of the proposed plan for performing the required services (**Critical**).
- Understanding of the project and its objectives. (**Critical**).
- The degree of completeness of response to the specific requirements of the solicitation (**Very Important**).
- Proposer’s ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.); this includes the ability of the Proposer to provide a work product that is legally defensible (**Very Important**).
- The personnel, equipment, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting (**Important**).
- A record of past performance of similar work. Similar work should reflect project management expertise, expertise in running a Project Management Office, expertise in disaster recovery planning or projects. Direct experience in North Dakota is desirable (**Very Important**).
- Ensuring that at least one certified Project Management Professional is on staff and available for work on this project at any time (**Critical**).

**AWARD:** We will award to the Responsible Proposer whose is responsive and is considered the best of those submitted.

We will rank Proposals from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.

We will attempt to negotiate a fair and reasonable Price with the Proposer with the best proposal. If we cannot negotiate a fair and reasonable price, we reserve the right to award and negotiate with the next highest ranked Proposer. We will determine whether the price is fair and reasonable by considering the proposal, including the Proposer's qualifications, the Proposer's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

The top three proposers should be prepared to meet with the selection committee if the committee so desires. Proposers will be given adequate lead time if such a meeting is desired.

**REJECTION OF PROPOSALS:** Proposals that do not conform to the requirements set forth in this RFP may be rejected by the City. Proposals may be rejected for reasons that include, but are not limited to, the following:

- The proposal contains unauthorized amendments to the requirements of the RFP,
- The proposal is conditional,
- The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous,
- The proposal is not received by the deadline,
- The proposal is not signed by an authorized representative of the party, and
- The proposal contains false or misleading statements or references

**ACCEPTANCE OF PROPOSALS:** The City reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP, which does not affect the funding request, or gives one party an advantage or benefit not enjoyed by the other parties, or adversely impacts the interest of the City. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract.

**EXCEPTIONS AND DEVIATIONS:** Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the Proposer's intent to comply fully with the requirements as written. Conditional or qualified Proposers, unless specifically allowed, shall be subject to rejection in whole or in part.



**NONCONFORMING TERMS AND CONDITIONS:** A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. The City reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

**EXPENSES INCURRED IN PREPARING OFFERS:** The City accepts no responsibility for any expense incurred by the Proposer in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Proposer.

**PROPRIETARY INFORMATION:** The Proposer should mark any and all pages of the proposal considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedure as specified by existing North Dakota statutory law or recognized North Dakota rules of privilege.

**ADDITIONAL INFORMATION:** Questions concerning the RFP document must be submitted in writing to City of Minot, Attn: Cindy Hemphill, PO Box 5006, Minot, ND 58702-5006, via email at [cindy.hemphill@minotnd.org](mailto:cindy.hemphill@minotnd.org) or by facsimile to (701) 857-4782. Questions will be received through March 30, 2012, at 12:00 P.M. Central Time. Responses to all questions will be distributed in writing via email or fax to all known Proposers and will be posted to the City of Minot's website ([www.minotnd.org](http://www.minotnd.org)) as an amendment March 30, at 5:00 P.M. Central Time. Proposers are cautioned that any statements made by the contact person that materially change any portion of the RFP shall not be relied upon unless subsequently ratified by a formal written amendment to this RFP.

**ACKNOWLEDGMENT OF AMENDMENTS:** Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of proposals.

**DEBARMENT:** By submitting a proposal, the Proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of North Dakota or the Federal government and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of North Dakota or the Federal government.



**THE CITY OF MINOT  
REQUEST FOR PROPOSAL  
SUBMISSION FORM**

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email \_\_\_\_\_

**NOTE: It is the Proposer's responsibility to provide adequate information in their proposal package to enable the City to ensure that the proposal meets the required criteria. Items listed in the package shall be in the same order as listed in the specifications. Failure to do so could result in the rejection of the proposal.**

**EMPLOYEES NOT TO BENEFIT**

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the City, or members of his/her family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

**CONFLICTS OF INTEREST**

The Proposer [ ] is [ ] is not aware (mark one box) of any information bearing on the existence of any potential organizational conflict of interest.

**COLLUSION**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications,

and other statements are accurate and complete. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company.

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

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_





445 Etna Street, Suite 65  
St. Paul, Minnesota 55106  
tel: 651-772-1313  
fax: 651-772-8199

April 10, 2012

Ms. Cindy Hemphill  
Finance Director  
City of Minot  
515 Second Avenue, SW  
Minot, ND 58701

Subject: **Proposal for CDBG-DR Program Grant Administration Services and Project Delivery Services**

Dear Ms. Hemphill and Selection Committee Members:

CDM Smith is pleased to submit the enclosed proposal for CDBG-DR Program Grant Administration Services and Project Delivery Services. We are committed to continuing to help the City of Minot recover and rebuild following the 2011 floods. We started this process with our current Flood Recovery Services Project and are excited to assist Minot as you move into the next phase of recovery with the CDBG-DR program.

The CDM Smith program staff identified for this project have outstanding experience and qualifications with the four types of CDBG-DR programs identified in the RFP including:

- Public infrastructure programs
- Housing rehabilitation and repair programs
- Housing buyout programs
- Economic development programs

CDM Smith understands the sense of urgency to implement and complete projects in both a timely and compliant manner. Timely, efficient, and compliant implementation of programs is paramount to the recovery of the City. A strong knowledge of the CDBG-DR federal policies and regulations is required to implement these projects in a fast, streamlined, and compliant manner. Because our staff is comprised of individuals that have worked for many years at the local, state, federal levels in both regular and disaster CDBG management, monitoring, and implementation, we have a short learning curve. We have the hands-on experience, existing infrastructure, and support systems in place as well as the capacity to rapidly develop, deploy, and implement the scope of services required by the City.





C. Hemphill  
April 10, 2012

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### Moving to Minot to Deliver Your Program

CDM Smith is committed to delivering the Minot program from Minot. We have secured office space in Minot enabling our team to mobilize immediately. For the Illinois program, the team was on location and developing policies and procedures within 19 days of contract signing. The team for Minot is ready to start work just as quickly with staff, office furniture, and electronics (computers, phones, faxes, printers/copiers) at the ready. We have negotiated a two-year leasing contract, with an option for additional years, and are ready to sign the lease and move in, if selected for the project.

### Significant CDBG-DR Program Experience

CDM Smith staff that is assigned to the Minot program has successfully delivered each of these types of complex programs to clients throughout the United States. A brief summary of some disaster recovery projects delivered by our staff at both the local and state levels are summarized below:

Selected Disaster Recovery Program Management				
Program/Client	Type of Program	Value	Rapid Startup	Recovery Related
CDBG-DR IKE/Midwest Program Management, State of Illinois	CDBG-DR Program focusing on Economic Development, Public Infrastructure, Housing.	\$210M	X	X
CDBG-DR Infrastructure Program Management, Galveston County, Texas	Management of infrastructure recovery and rehabilitation program.	\$70M	X	X
CDBG-DR Homeowner Program, Harris County, Texas	Management of homeowner rehabilitation and reconstruction program.	\$47M		X
CDBG-DR Infrastructure Program, State of Iowa	Development and management of infrastructure recovery and rehabilitation program.	\$130M		X
CDBG-DR Homeowners' Assistance Program, State of Louisiana	Homeowner program for rebuilding or relocating in-state.	\$9B	X	X
Flood Recovery Project, Minot, North Dakota	Oversight of design and construction of projects to meet FEMA reimbursement requirements.	TBD		X
CDBG-DR Program Management, Louisiana Land Trust, LLC.	Housing program to return 8,000 home sites to market.	\$95M	X	X
CDBG-DR Program Management, State of Louisiana	CDM Smith teamed with another firm to create a joint venture to manage one of the largest CDBG programs ever created.	\$633M	X	X
Flood Recovery, City of Cedar Rapids, Iowa	Architectural and Engineering Project Management services in response to the June 2008 flooding of more than 200 City buildings.	\$400M		X





C. Hemphill  
April 10, 2012

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**CDBG-DR Experts are backed by an A/E firm.**

Our CDBG-DR experts are supported by a 6,000 person firm that provides program management and engineering services to local governments for infrastructure projects. With this depth of resources, CDM Smith can provide services to Minot that include developing Requests for Proposals/Qualifications for A/E services that are compliant with HUD regulations; reviewing cost estimates for reasonableness, review plans and specifications; performing oversight of construction; reviewing invoices and change orders; and additional tasks.

CDM's proposal includes our best representation of our CDBG-DR firm experience, as well as a proven program approach with professional team members that can get the job done. We look forward to the opportunity to work on this program with the City of Minot staff. Please call me directly with any questions regarding the proposal at 651-793-5301.

Very truly yours,

A handwritten signature in black ink, appearing to read "Steven L. Wolsfeld".

Steven L. Wolsfeld, P.E.  
Officer-in-Charge  
CDM Smith Inc.

**THE CITY OF MINOT  
REQUEST FOR PROPOSAL  
SUBMISSION FORM**

Company CDM Smith Inc. (CDM Smith)

Address 445 Etna Street, Suite 65, Saint Paul, MN 55106

Contact Person Steven Wolsfeld

Telephone Number 651.793.5301

Email wolsfeldsl@cdmsmith.com

**NOTE: It is the Proposer's responsibility to provide adequate information in their proposal package to enable the City to ensure that the proposal meets the required criteria. Items listed in the package shall be in the same order as listed in the specifications. Failure to do so could result in the rejection of the proposal.**

**EMPLOYEES NOT TO BENEFIT**

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the City, or members of his/her family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

**CONFLICTS OF INTEREST**

The Proposer [ ] is [X] is not aware (mark one box) of any information bearing on the existence of any potential organizational conflict of interest.

**COLLUSION**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications,



and other statements are accurate and complete. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company.

Signature Date: 3/28/12

Name (Printed): Steve Wolsfeld

Title: Associate

Signature: 