



**STATE OF ARKANSAS**  
**DEPARTMENT OF TRANSFORMATION AND SHARED SERVICES**  
**OFFICE OF STATE PROCUREMENT**  
501 Woodlane St., Ste. 220  
Little Rock, Arkansas 72201-1023

**REQUEST FOR QUALIFICATION**  
**SOLICITATION DOCUMENT**

SOLICITATION INFORMATION			
Solicitation Number:	SP-21-0042	Solicitation Issued:	February 11, 2021
Description:	Property Damage Mitigation Services		
Agency:	TSS – Office of State Procurement		

SUBMISSION DEADLINE FOR RESPONSE			
Response Opening Date:	March 4, 2021	Response Opening Time:	2:00 p.m., Central Time
<p>Deliver response for this Request for Qualification to the Office of State Procurement on or before the designated response opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit responses at the designated location on or before the response opening date and time. Responses received after the designated opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Department of Transformation and Shared Services Office of State Procurement 501 Woodlane St., Ste. 220 Little Rock, Arkansas 72201-1023</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b></p>
Response's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of response submission is not properly marked, the package may be opened for response identification purposes.</p> <ul style="list-style-type: none"><li>• Solicitation number</li><li>• Date and time of response opening</li><li>• Prospective Contractor's name and return address</li></ul>

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Brandi Schroeder	Buyer's Direct Phone Number:	501-682-4169
Email Address:	Brandi.Schroeder@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	<a href="https://www.transform.ar.gov/procurement/">https://www.transform.ar.gov/procurement/</a>		

## SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not** provide responses to items in this section unless specifically and expressly required.

### 1.1 INTRODUCTION

The Department of Transformation and Shared Services (TSS) Office of State Procurement (OSP) issues this Request for Qualifications (RFQ) to establish a list of qualified vendors experienced in property damage Mitigation as specified in this RFQ. The resulting qualified vendor list (QVL) will be for Statewide use. TSS OSP is the sole point of contact throughout the solicitation process.

### 1.2 QUALIFIED VENDOR LISTING

- A. Prospective Contractors meeting Response Submission Requirements and receiving the seven (7) highest Total Scores will be included on the resulting QVL.
- B. The anticipated starting date for any resulting QVL is April 3, 2021, except that the actual QVL start date may be adjusted forward unilaterally by the State for up to three (3) calendar months. By submitting a signed response to the RFQ, the Prospective Contractor represents and warrants that it will honor its response as being held open as irrevocable for this period.
- C. The initial term of a resulting QVL will be for one (1) year. Upon mutual agreement by the vendors and State, the QVL may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate term of seven (7) consecutive years.

### 1.3 INTENDED USAGE

- A. Qualified Vendors are intended to provide Immediate Response to Mitigate damage to State property.
  1. Resulting contracts **must not** be used to provide permanent repair or restoration to property, including but not limited to repairing facilities, buildings, roads, parking lots, etc.
  2. Contracts for restoration or repair beyond Mitigation **must** adhere to applicable procurement and public works laws.
- B. Upon establishment of the resulting QVL, the State will release an Entity Instruction document on the State Contracts page of the TSS OSP website.
- C. The Entity will follow the appropriate procurement steps based on the nature of the unexpected and/or catastrophic event affecting State Property and/or the determination made by the State Procurement Director, the head of a procurement agency, or a designee of either officer, as specified in the State's procurement laws, which can be viewed by visiting <https://www.transform.ar.gov/wp-content/uploads/2020/05/Procurement-Laws-and-Rules-1.pdf>.

### 1.4 LIVE RESPONSE OPENING

Use the information below to view the response opening online.

Zoom Meeting Link: <https://arkansas-gov.zoom.us/j/81691306179?pwd=d2d4cUdxWmY4UEE0bHJKWTFKS9iUT09>

Meeting ID: 816 9130 6179  
Meeting Password: 524804  
Dial-In Information: 877 853 5257 US Toll-free  
888 475 4499 US Toll-free

### 1.5 CLARIFICATION OF SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Solicitation Document* in writing via email by 4:00 p.m., Central Time on or before February 16, 2021 to the OSP buyer as shown on page one (1) of this *Solicitation Document*.
  1. Prospective Contractors **shall** submit questions using *Template O-1: Written Questions*.
  2. For each question submitted, the Prospective Contractor should reference the specific solicitation item number to which the question refers.

3. Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on February 22, 2021. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from providing a compliant, responsive submission. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a response.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the response opening.
- D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.

## 1.6 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- B. "Entity" means any entity or entities authorized by laws of the State of Arkansas to participate in a State Contract or as otherwise may be determined authorized by the State of Arkansas and includes State Agencies, public colleges and universities, and Political Subdivisions.
- C. "Immediate Response" means the amount of time, one (1) hour, the Qualified Vendor has to respond to an Entity upon notification of a disaster occurring on State property.
- D. "Location" means the physical address(es) of the State property(s) that received damage as specified by the Entity.
- E. "Mitigation" or "Mitigate" means to reduce, lessen, stop, and/or prevent the severity and/or seriousness of damage to State property, and includes but is not limited to include services listed in RFQ Section 2.1. Mitigation does not include permanent repair, replacement, and/or restoration to damaged property.
- F. "Political Subdivision" means a separate legal entity of a State which usually has specific governmental functions, such as counties, cities, towns, villages, and school districts.
- G. "Prospective Contractor" means a person who submits a response to this Solicitation.
- H. "Qualified Vendor" means a Prospective Contractor selected to be included on the QVL.
- I. The terms "Request for Qualifications," "RFQ," and "Solicitation" are used synonymously in this document.
- J. "Responsive" means a submission in response to this solicitation that conforms in all material respects to this RFQ.
- K. "Response Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- L. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.

- M. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.
- N. "State Agency" means any department, division, commission, council, board, institution, legislative body, government corporation, educational institution, or official of the legislative or judicial branches of government in the State of Arkansas.

## 1.7 RESPONSE DOCUMENTS

- A. Do not send response documents via email or fax.
- B. Prospective Contractors **shall** utilize the *Response Packet* to submit their responses.
  - 1. Responses within the *Information for Evaluation* and *Exceptions* sections **must not** contain the Prospective Contractor's name or any other identifiers, including without limitation names of staff members, projects, products, and addresses.
- C. The following items are Proposal Submission Requirements and **must** be submitted as hardcopies in Prospective Contractor's response:
  - 1. One (1) original hardcopy of the response which includes:
    - a. Original signed *Response Signature Page*. (See *Response Packet*.)
      - i. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Response Signature Page*.
    - b. Response to the *Information for Evaluation* section included in the *Response Packet*.
    - c. *Property Damage Mitigation Category Selection Form* included in the *Response Packet*.
    - d. Evidence of required insurance coverage on an ACORD Certificate of Liability Insurance form.
    - e. Evidence of A+ Better Business Bureau rating.
    - f. *Proposed Subcontractors Form* included in the *Response Packet*.
    - g. *Proposed Exceptions Form* included in the *Response Packet*.
- D. The following items should be submitted in the Prospective Contractor's response:
  - 1. Three (3) additional hardcopies of the response to the *Information for Evaluation* section included in the *Response Packet*, each marked "Copy."
  - 2. One (1) flash drive containing each of the following electronic files, preferably in PDF format, named accordingly:
    - a. Original signed *Response Signature Page*.
    - b. Response to the *Information for Evaluation* section included in the *Response Packet*.
    - c. *Property Damage Mitigation Category Selection Form* included in the *Response Packet*.
    - d. Evidence of required insurance coverage on an ACORD Certificate of Liability Insurance form.
    - e. Evidence of A+ Better Business Bureau rating.
    - f. *Proposed Subcontractors Form* included in the *Response Packet*.
    - g. *Proposed Exceptions Form* included in the *Response Packet*.
    - h. *EO 98-04: Contract and Grant Disclosure Form*.

- i. Copy of Prospective Contractor's *Equal Opportunity Policy*.
  - j. Signed addenda, if applicable.
  - k. One (1) redacted (marked "REDACTED") copy the original *Response Packet*, preferably on a flash drive and in PDF format.
- E. Pricing is not requested for this solicitation and **must not** be submitted with the response.
1. Qualified Vendors **shall** determine pricing for each project by using Xactimate or comparable software.
  2. Xactimate profit and overhead markup **must not** be more than ten percent (10%).
- C. All additional copies **must** be identical to the original hardcopy. In case of a discrepancy, the original hardcopy governs.
1. If OSP requests additional copies of the response, the copies **must** be delivered within the timeframe specified in the request.
- D. Responses **must** be in the English language.
- E. Do not include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

#### 1.8 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this RFQ to be considered a responsive Prospective Contractor.
- B. Prospective Contractor's response will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFQ.

#### 1.9 ADDITIONAL TERMS AND CONDITIONS

- A. Any special terms and conditions included in this solicitation **shall** override the *Solicitation Terms and Conditions* located on the OSP website here (Agencies – Forms and Reporting – Solicitation Templates): <https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.
- B. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms in the standard *Services Contract (SRV-1A) Fillable Form* by listing them on the *Exceptions Form* (see *Technical Proposal Packet*), Prospective Contractor agrees and **shall** adhere to all terms if selected as the successful Contractor. Items identified as non-negotiable may only be modified if the legal requirement is satisfied and approved by the State. The standard *Services Contract (SRV-1A) Fillable Form* can be viewed on the OSP website here (Agencies – Services – Forms): <https://www.transform.ar.gov/procurement/agencies/services/>.

## SECTION 2 – REQUIREMENTS

- **Do not** provide responses to items in this section unless specifically and expressly required.

### 2.1 INTRODUCTION

This Request for Qualifications (RFQ) is issued by TSS OSP to establish a QVL for as-needed services to Mitigate damage to State property during or after an unexpected and/or catastrophic event affecting State Property.

Occasionally an unexpected event will occur, such as a natural or structural disaster, wherein Entities require the immediate services of a Qualified Vendor to Mitigate damage to State property. Under Arkansas Procurement Law, Arkansas Code Annotated § 19-11-233, *the State Procurement Director, the head of a procurement agency, or a designee of either officer may make or authorize others to make emergency procurements as defined in § 19-11-204(4) and in accordance with rules promulgated by the director.* Entities are required to obtain quotes from at least three (3) Contractors prior to obtaining a contract for services expected to exceed the Small Order threshold unless the emergency is a critical emergency, defined as *an emergency in which human life or health is imminently endangered.*

The purpose of the resulting State QVL will be to minimize resources and response time for Entities to acquire services for unexpected and/or catastrophic events.

The scope of services under a resulting contract may include providing property damage Mitigation for approximately 140 State Agency accounts located at approximately 5,800 buildings, structures, and leased locations covered under the State of Arkansas Multi-Agency Insurance Trust insurance plan, plus various other public school districts, Political Subdivisions, and publicly-funded higher education Entities throughout the State that may choose to utilize the QVL.

Property damage Mitigation services include, but are not limited to, the following services during and/or after an unexpected and/or catastrophic event:

- Flood damage cleanup and decontamination
- Earth movement damage cleanup and decontamination
- Water intrusion and damage cleanup and decontamination
- Wind damage cleanup and decontamination
- Hail damage cleanup and decontamination
- Fire damage cleanup and decontamination
- Vandalism damage cleanup and decontamination
- Deodorization
- Smoke damage cleanup and decontamination
- Animal/vermin infestation cleanup and decontamination
- Pollution cleanup and decontamination
- Biohazard cleanup and decontamination
- Crime scene cleanup and decontamination
- Sewage cleanup and decontamination
- Debris removal
- Offsite storage facility and onsite container storage

- Premises and/or building board-up and secured access
- Art/collection artifacts cleaning and decontamination
- Electronic equipment cleaning and decontamination
- Content cleaning and decontamination
- Vital records handling, retrieval, removal, cleaning and decontamination (i.e. paper, photo, database, magnetic tape)

**2.2 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS**

- A. Prospective Contractors **shall** have been providing property damage mitigation services for at least five (5) years.
- B. Prospective Contractors **shall** have, and Qualified Vendors and Contractors **shall** maintain, current certifications and/or licenses to perform property damage Mitigation services where insurance policies, State policies, regulations, and/or State laws require such certification and/or licensure.
  - 1. Prospective Contractors may reference the Arkansas Contractors Licensing Board for more information (see <https://www.aclb.arkansas.gov/laws-rules/>).
- C. Prospective Contractors **shall** have, and Qualified Vendors and Contractors **shall** maintain, bonding ability from an A+ rated surety bond company.
- D. Prospective Contractors **shall** have an A+ Better Business Bureau rating.
  - 1. Prospective Contractors **shall** provide evidence of their A+ Better Business Bureau rating in their *Response Packet*.

**2.3 GENERAL INSURANCE REQUIREMENTS**

- A. Prospective Contractors **shall** have, and Qualified Vendors and Contractors **shall** maintain, the following insurance contracts and corresponding minimum limits:
  - 1. Commercial General Liability with limits of at least:
 

a. Each Occurrence	\$1,000,000
b. General Aggregate	\$2,000,000
c. Products – Completed Operations	\$1,000,000
d. Waiver of Subrogation Rights Endorsement	Required
  - 2. Workers Compensation Statutory limits
    - a. Employer’s Liability each accident \$1,000,000
    - b. Employer’s Liability disease each employee \$1,000,000
    - c. Employer’s Liability disease policy limit \$1,000,000
  - 3. Commercial Auto Liability
 

a. Combined Single Limits	\$1,000,000
b. Waiver of Subrogation Rights Endorsement	Required
  - 4. Commercial Umbrella Liability
 

a. Each occurrence	\$2,000,000
b. Aggregate	\$2,000,000

- c. Waiver of Subrogation Rights Endorsement Required
- 5. Pollution Liability
  - a. Each occurrence \$1,000,000
  - b. Waiver of Subrogation Rights Endorsement Required

6. Unemployment and all other applicable insurances as required under State law

- B. Prospective Contractors **shall** provide evidence of required insurance coverage on an ACORD Certificate of Liability Insurance form in their *Response Packet*.

## 2.4 QUALIFIED VENDOR REQUIREMENTS

- A. Qualified Vendors **shall** provide evidence of all required insurance coverage to OSP on an ACORD Certificate of Liability Insurance form prior to contract renewal for each term.
- B. Qualified Vendors **shall** have all training, equipment, and materials needed for providing immediate property damage Mitigation services to Entities.
- C. Qualified Vendors **shall** provide a toll-free telephone number that **must** be attended twenty-four (24) hours per day, seven (7) days per week, with qualified employees to respond to service requests from Entities.
- D. Qualified Vendors **shall** return all phone calls and messages for service requests within one (1) hour of the Entity's initial notification.
- E. Unless prior written approval is granted by the Entity, Qualified Vendors **shall** be on Location within twelve (12) hours of the Entity's initial notification to determine the scope of work involved. The Entity may approve additional time during disasters.
- F. Unless prior written approval is granted by the Entity, Qualified Vendors **shall** provide a written scope of work to the Entity within twenty-four (24) hours of assessing the damaged Location. The State Entity may approve additional time during disasters.
- G. Qualified Vendors **shall** maintain the employees and resources necessary to manage, staff, and perform the work described in this RFQ.
- H. Qualified Vendors **shall** comply with all wage and hours of employment regulations pursuant to federal laws, including the Fair Labor Standards Act, State laws, and applicable statutes.
- I. Qualified Vendors **shall** provide a Payment & Performance Bond to the Entity as determined by the Entity per property damage Mitigation event.

## 2.5 CONTRACTOR REQUIREMENTS

- A. Contractors **shall** adhere to all agreements and standards of service as determined by each Entity for each project.
- B. Contractors **shall** adhere to all applicable State and Federal laws and regulations, including but not limited to Health Insurance Portability and Accountability Act (HIPAA) and Personally Identifiable Information (PII) laws.
- C. Contractors **shall** submit invoicing as determined by each Entity.
- D. Contractors **shall** ensure its employees abide by the policies, rules, and regulations, with respect to use of the premises, as established by each Entity for each project.
- E. All employees of the Contractors **shall** be paid by the Contractor. Contractor employees **shall not** be considered employees of the State.

- F. Should a requesting Entity require criminal background investigations on the Contractor's employees for a particular project, the Entity will define parameters for such a requirement, and the Contractor **shall** adhere to the requirement without delays in service.

## 2.6 PERFORMANCE STANDARDS

- A. Negotiations of Performance Standards will take place between the Entity and the Qualified Vendor at the commencement of each project.
- B. Performance Standards identify expected deliverables, performance measures, or outcomes; and define the acceptable standards.
- C. State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **shall** meet in order to avoid assessment of damages.
- D. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- E. All changes made to the Performance Standards will become an official part of the contract.
- F. Performance Standards will continue throughout the aggregate term of the contract.
- G. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- H. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- I. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

## SECTION 3 – SELECTION

- **Do not** provide responses to items in this section.

### 3.1 RESPONSE SCORE

- A. OSP will review each *Response Packet* to verify submission Requirements have been met. *Response Packets* that do not meet submission Requirements will be rejected and will not be evaluated.
- B. An Evaluation Committee will evaluate and score qualifying Responses. Evaluation will be based on Prospective Contractor’s response to the *Information for Evaluation* section included in the *Response Packet*.
  1. Members of the Evaluation Committee (hereinafter referred to as “Evaluators”) will individually review and evaluate responses and complete an Individual Score Worksheet for each response. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

QUALITY RATING	QUALITY OF RESPONSE	DESCRIPTION	CONFIDENCE IN PROPOSED APPROACH
5	Excellent	When considered in relation to the RFQ evaluation factor, the response squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFQ evaluation factor, the response squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFQ evaluation factor, the response is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFQ evaluation factor, the response’s acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFQ evaluation factor, the response is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFQ evaluation factor, the response clearly does not meet the requirement, either because it was left blank or because the response is unresponsive.	No Confidence

2. After initial individual evaluations are complete, Evaluators will meet to discuss their individual ratings. At this consensus scoring meeting, each Evaluator will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After Evaluators have had an opportunity to discuss their individual scores with the committee, the individual Evaluators will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
4. The final individual scores of the Evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each response.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the State.

C. The *Information for Evaluation* section has been divided into subsections.

1. In each subsection, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each subsection is reflected in the table below as the Maximum Raw Score Possible.
2. The agency has assigned Weighted Percentages to each subsection according to its significance.

INFORMATION FOR EVALUATION SUBSECTIONS	MAXIMUM RAW POINTS POSSIBLE	SUBSECTION'S WEIGHTED PERCENTAGE	* MAXIMUM WEIGHTED SCORE POSSIBLE
E.1 Qualifications and Experience	20	50%	500
E.2 Key Staff	10	25%	250
E.3 Approach to Services	40	25%	250
<b>Total Response Score</b>	<b>75</b>	<b>100%</b>	<b>1000</b>

\*Subsection's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the subsection.

D. The response's weighted score for each subsection will be determined using the following formula:

$$(A/B)*C = D$$

A = Actual Raw Points received for subsection in evaluation  
 B = Maximum Raw Points possible for subsection  
 C = Maximum Weighted Score possible for subsection  
 D = Weighted Score received for subsection

- E. The response's weighted scores for subsections will be added to determine the Total Score for the response.
- F. Prospective Contractors meeting the requirements of this solicitation and receiving the seven (7) highest Total Scores will be included on the resulting QVL.

**3.2 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Response Packet* signifies the Prospective Contractor's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the responses.