

RE: Request for Proposals

Disaster Management, Recovery and Consulting Services

To Whom It May Concern:

The Dare County, North Carolina, Board of County Commissioners is seeking qualified firms to provide disaster management, recovery and consulting services for the County of Dare in the event of a natural or man-made disaster.

Attached you will find a “Request for Proposal” which identifies the project to be undertaken.

In order to be considered, all Requests for Proposals must be submitted in writing no later than 2:00 pm, Tuesday, May 17, 2016 to Room 216 in the Administration Building in Manteo, NC, located at 954 Marshall C Collins Drive. Firms mailing proposals should allow for delivery time to ensure receipt of the proposal. The responsibility for getting the proposal to the Dare County Purchasing Agent on or before the specified time and date is solely and strictly the responsibility of the proposing firm. Bids will be opened in room 168 at 2:00pm on May 17th at the address listed above. Dare County will in no way be responsible for delays caused by any occurrence. Proposals may be hand delivered or mailed to:

DARE COUNTY PURCHASING DEPARTMENT Attention: Dustin Peele, Purchasing Agent

954 Marshall C. Collins Drive

PO Box 1000

Manteo, N.C. 27954

Hours of Operation: 8:30 a.m. to 5:00 p.m. (EST) Monday through Friday

Telephone: 252-475-5891

Email: dustin.peele@darenc.com

Firms providing proposals shall be responsible for complying with all North Carolina

Laws and local ordinances.

The Dare County Board of Commissioners reserves the right to waive any formalities, to reject any and all Requests for Proposals, and to accept any request which, in its opinion, may be in the best interest of Dare County.

No Request for Proposal will be received or accepted after 2:00 pm on Tuesday, May

17, 2016. Late Requests for Proposals will be deemed invalid and returned unopened to the submitting firm.

Thank you,

Dustin Peele

Purchasing Agent

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# COUNTY OF DARE REQUEST FOR PROPOSAL

## Purpose and General Information

The County of Dare is requesting proposals from qualified firms to provide disaster management, recovery and consulting services in the event of a natural disaster or man- made event. The County is seeking to enter into a contractual agreement with a firm to provide the services contained in this RFP.

The contract to be awarded under this RFP will be a contract that will be activated only upon declaration of an emergency declared by the Dare County Board of Commissioners. As such, no compensation will be accrued to the Contractor unless and until the contract is activated either in anticipation of a natural disaster or immediately after such disaster or man-made event.

Dare County is located in the northeastern coastal region of North Carolina and is primarily a resort destination to 6 million people a year. The population of Dare County is approximately 35,000. The county consists of 800 square miles of area with 40,000 parcels of land.

While cost may be one of a number of considerations used in selecting a firm for the

project, the qualifications and competence of the firm will be the paramount consideration in the selection process. Proposer will be required to submit an hourly rate schedule for

key personnel used in management of services.

## Scope of Services

The County requires disaster management, recovery and consulting services to support the oversight and management of debris recovery contractors. As such, the consultant should be capable of providing a range of related services including damage assessment, training, emergency planning, infrastructure restoration, logistics planning, GIS operations and other services as needed and ordered by the County. Additional services may include, but not limited to, facilitating communication with FEMA, the State of North Carolina and other state and federal agencies, pre-event planning, post event review, grant writing and reimbursement services.

A. Disaster Debris Monitoring Services

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, and drainage

areas/canals, waterways and other public, eligible, or designated areas. Specific services may include:

1. Coordinating daily briefings, work progress, staffing and other key items with the County.

 2. Selection and permitting of Temporary Debris Storage and Reduction

Sites (TDSRS) and any other permitting/regulatory issues as required.

3. Scheduling work for all team members and contractors on a daily basis.

4. Hiring, scheduling and managing field staff.

5. Monitoring recovery/debris contractor operations and making/implementing recommendations to improve efficiency and speed recovery.

6. Assisting the County with responding to public concerns and comments.

7. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring and FEMA guidelines.

8. Ensuring safety practices are in compliance with local, state and federal guidelines.

9. Entering load tickets into a database application that is available to County.

10. Digitization of source documentation.

11. Developing daily operational reports on work progress.

12. Development of maps, GIS applications and work zones, as necessary.

13. Comprehensive review, reconciliation and validation of debris removal contractor(s) invoices, prior to submission to County for processing.

14. Project Worksheet Generation and Review and other pertinent report reimbursement by FEMA and any other agency for disaster recovery efforts by County staff and designated debris removal contractors.

15. FEMA Cat. C-G site inspections, damage assessment, identification of, justification of, and application for immediate needs funding.

16. Identification of, justification of, and application for immediate needs funding.

17. Daily prioritizing recovery workload.

18. Provide loss measurement and categorization.

19. Insurance evaluation, documentation adjusting and settlement services.

20. Staff augmentation with experienced Public Assistance Coordinators and project officers.

21. Final report and appeal preparation and assistance in any appeal process.

B. Emergency Management Planning and Training

1. Interim inspections, final inspections, supplemental review of County debris plan.

2. Provide assistance in reconstruction and long-term infrastructure planning.

3. Provide final review of all emergency and permanent work performed.

4. Procurement assistance for debris removal contractors and other services as requested.

5. Technical support and assistance in developing public information.

6. Other training and assistance as requested by the County.

C. Damage Assessment and Reconstruction Services

If requested, the Consultant shall provide post-disaster damage assessment and reconstruction services to include assessment, planning, engineering and construction management services. Specific areas where services may be requested include County facilities, utility systems, transportation systems and other sectors as requested. As well as the requirements now needed to satisfy FEMA, such as tree removal, non-system roads and gated communities.

## Desired Timetable

The Emergency Management Director will notify the Debris Manager who will contact and notify the contractor to place them on alert status to be prepared to move into the Dare County area within 24 hours after receipt of a Notice to Proceed and the first Task Order from the County.

## Submission of Requirements

The Contractor’s proposal shall be tabbed to identify the required information. Failure to submit this information may render the proposal non-responsive.

A. Introduction: Company Information and Executive Summary

Each respondent shall provide the following company information:

1. Firm’s name and business address, including telephone and fax numbers, e-mail address and WEB site address.

2. The type of firm (individual, partnership, corporation) and list the names of all partners, principles, etc.

3. Year established. Include former firm name(s) and year(s) established, if applicable.

4. The name, title, addresses and telephone number of the firm’s authorized negotiator for this project. The person identified must be empowered to make binding commitments for the firm and its subcontractors.

5. A general discussion of the proposing firm’s technical approach to the project to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management

of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the County.

6. Dare County reserves the privilege of auditing a vendor’s records as such records relate to purchases between Dare County and said vendor. Records should be maintained three (3) years from the date of final payment.

The purpose of the introduction is to provide information about the proposing firm, as well as the firm’s approach to the project. Specifically, the executive summary should be written in non-technical language that can be clearly understood by the

non-technical county officials. The section should be concise and should present only information that is relevant to this project.

B. Qualifications of the Firm

1. Provide a description and history of the firm focusing on previous governmental experience. .

a. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.

b. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding Sources and reimbursement processes.

c. Recent experience managing coastal disaster recovery operations including, but not limited to: sand recovery beach remediation, Right-of-Entry debris removal, and C&D debris separation and removal.

2. Provide five references for which the firm has performed services

within the past four (4) years that are similar to the requirements in the Scope of Services. Two of the references shall be from governmental entities for hurricane debris monitoring experience involving a minimum of 500,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone contact numbers and the date of the contract and the amount of the contract.

C. Qualifications of Staff

Provide an organizational chart, resumes and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal managers, FEMA reimbursement specialist and data manager) must be full time employees of the proposing firm and have experience in the following:

1. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing hurricane debris monitoring for a minimum of 500,000 cubic yards of debris.

2. Documented knowledge and experience of Federal, State and local emergency agencies, state and federal programs, funding sources and reimbursement processes.

3. Experience with special disaster recovery program management services including private property/right-of-entry work, waterways clean-up and reimbursement, FEMA appeals processing, hauler invoice reconciliation and contracting.

4. Provide insight on Staff’s knowledge and implementation of FEMA’s Public Assistance Program & Policy Guide FP 104-009-2/January 2016 and FEMA’s Damage Assessment Operations Manual dated April 5, 2016. This must include discussion on how staff will ensure the County meets all Public Assistance applicant requirements to include but not limited to procurement procedures outlined in Public Assistance Program & Policy Guide as well as how Staff will conduct damage assessment as outlined in the Damage Assessment Operations Manual.

D. Other Requirements

1. Provide a time line detailing the pre-event planning (based on hours/days) after contract award.

2. Information concerning any current violations and any ongoing litigation which may cause conflicts or affect the ability of the proposer to provide services.

3. Responsibility for Proposal Costs: The Contractor shall be responsible for all costs incurred in the preparation and submission of their proposal.

4. Any Exceptions/deviations to specifications shall be included on a separate page.

## Licenses, Permits and Certificates

All licenses, permits and certificates required for and in connection with any and all parts

of the work to be performed under the provisions of the Contract Documents shall be secured by the Contractor entirely at his/her expense.

## Laws and Ordinances

The contract will be governed by North Carolina law. The Contractor shall obtain all necessary licenses and permits and keep necessary licenses up-to-date and provide necessary records as required.

## Independent Contractor

The relationship of the Contractor to the County shall be that of an independent Contractor.

## Binding

The Contractor shall be bound by their proposal for a term of ninety (90) calendar days from the due date of the proposals. A firm may withdraw a proposal by written request prior to the date and time of the proposal opening.

## Assignment and Subcontracting

The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Dare County, nor shall he/she assign, by power of attorney or otherwise, any of the money payable under the Contract unless written consent of the County has been obtained.

If the Contractor is proposing any subcontracted work in the project, the subcontractor and the activity in this project are to be identified in the proposal. All subcontractors must be approved by the County and must conform to the same standards and specifications applicable to the contracting firm.

The Contractor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.

## Submission of Proposals

A. Please submit one (1) original, five (5) copies and one (1) digital copy (pdf) of proposal.

All proposals shall be sealed and marked RFP Disaster Management, Recovery, and Consulting Services. Sealed proposals will be received no later than 2:00 pm on Tuesday, May 17, 2016 in Room 216, at the Dare County Administration Building, 954 Marshall C. Collins Drive, Manteo, NC, 27954.

B. Proposals will not be accepted via fax machine or internet e-mail.

C. Mark outside of the envelop with proposal subject, RFP Disaster

Management, Recovery and Consulting Services.

D. Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the firm for ensuring that their proposal is received by the Purchasing Department personnel before the deadline indicated above. There is nothing in this RFP that precludes the County from requesting additional information at any time during the procurement process from any firm.

E. Nothing herein is intended to exclude any responsibilities or in any way restrain or restrict competition. On the contrary, all responsible firms/individuals are encouraged to submit proposals. The County of Dare reserves the right to

waive any formalities, to reject any and/or all proposals, and to accept any proposal which, in its opinion, may be in the best interest of Dare County.

F. Any proposal submitted MUST include the proposer’s bid certification form, contained within, which has been signed by an individual authorized to bind the offer. All proposals submitted without such signature may be deemed non-responsive.

G. RFP Process: Firms are to submit written proposals which present the firms qualifications and understanding of the Work to be performed. The firm’s proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its proposal and qualifications for the project. Emphasis should be placed on completeness of services offered and clarity of content. The response should be limited to no more than fifty (50) pages.

H. Propriety Information: Trade secrets or propriety information submitted by a

bidder or contractor in connection with a procurement transaction shall not be subject to the public disclosure under the Freedom of Information Act. However, the bidder

or contractor must invoke the protection of this section prior to or upon submission of the date or materials and must identify the data on the other materials to be protected and state the reason why protection is necessary.

I. Minority Bidders: The County of Dare encourages all businesses, including minority, and women owned businesses to respond to all RFP’s, IFB’s and RFQ’s. Should you be interested, please contact this office at 252-475-5891 and request an application.

J. Incurring Cost: Dare County is not liable for any cost incurred prior to the execution of the contract.

K. Termination: Dare County may terminate the contract with cause upon a fifteen (15) day written notice.

## Disqualifications

Dare County reserves the right to disqualify any firm upon convincing evidence of collusion with intent to defraud or to commit any other illegal practices on the part of the firm. Failure to comply with applicable state laws concerning insurance or bonding may also be grounds

for disqualification. Dare County reserve the right to reject any and/or all proposals.

## Inquiries

Questions concerning this RFP should be directed to: Dustin Peele

Dare County Purchasing Agent

954 Marshall C. Collins Drive

Manteo, NC 27954

Telephone: 252-475-5891

Fax: 252-473-3108

E-mail: dustin.peele@darenc.com

All questions pertaining to this RFP must be submitted, in writing, no later than Tuesday, May 17, 2016 by 2:00pm.

Only written questions will be considered formal. Any information given by telephone will be considered informal. Any questions that the County feels are pertinent to all proposers will

be mailed as an addendum to the RFP. FAX and e-mail messages will be treated as written questions.

## Insurance

The Contractor to whom this contract is awarded shall secure and maintain during the duration of the Contract, at his/her sole expense, the following types and limits of insurance described below:

A. Workers’ Compensation: The vendor shall provide coverage for its employees with statutory workers’ compensation limits, and no less than $1,000,000.00 for Employers’ Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.

B. Commercial General Liability: The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than $2,000,000.00 per occurrence, with a

$4,000,000.00 aggregate.

C. Business Automobile Liability: The vendor shall provide coverage for all owned, non- owned and hired vehicles with limits of not less than $1,000,000.00 per occurrence, Combined Single Limits (CSL), or its equivalent.

D. Professional Liability (Errors & Omissions): The vendor shall provide coverage for all claims arising out of the services performed with limits not less than $2,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

Insurance policies, except Workers’ Compensation, shall be endorsed (1) to show Dare County as an additional insured, as their interests may appear, and (2) to amend cancellation notice to 45 days, pursuant to North Carolina Law.

Copies or originals of correspondence, certificates, endorsements, or other items pertaining to insurance shall be sent to: Dustin Peele, Dare County Purchasing Agent, PO Box 1000, Manteo, NC, 27954.

## Hold Harmless

The successful proposal shall agree to defend, indemnify and hold harmless Dare County from all loss, liability, claims, actions, damages or expenses (including reasonable attorney’s fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor; any suits brought against the County for or on account of the use of patented appliances, products or processes or the infringement of any patent, trademark, copyright or alleged negligence on the part of the Contractor.

## Taxes

State tax: Dare County is liable for North Carolina sales and use taxes.

## Payment Schedules

Payments will be allowed for work in progress. The firm must show that the portion of work included in the invoice is completed. Five percent (5%) retainage may be held on each invoice until that phase of the contract is complete.

Final payment shall be made within 30 days after, in the judgment of the County representatives, the Contractor has completely delivered all materials or performed all services in accordance with the specifications and the terms of the contract.

## Appropriation of Funds

It is the intention of the parties that contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding by the County’s governing Board. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to-year basis contingent upon continued funding. The fiscal year for Dare County begins on July 1 and ends on June 30.

## Liquidated Damages/Retainage

A. Liquidated damages: Upon contract award, should the Contractor fail to meet the requirements of the contract, a liquidated damage of five hundred dollars per calendar day ($500.00/calendar day) will be imposed until delivery is made.

B. Retainage: A retainage of five percent (5%) may be withheld from each invoice until the successful completion of that phase of the project.

## Signing Proposals

The County will prepare contracts for the successful Contractor using the name exactly as it appears in the proposal. Therefore, it is absolutely necessary that the proposer sign the proposal using the correct and complete legal name.

## Award of Contract

Pursuant to Section 143-129 of the North Carolina General Statutes, the award will be made

to the Contractor who submits the proposal which is in the best interest of Dare County. Such evaluations will include the relevant experience of the Contractor, the capability of the Contractor, the cost of the fees and other factors deemed by Dare County to be in their best interest.

Dare County reserves the right to reject any and all proposals at its sole discretion or to waive any specific irregularities or formalities in order to accept a proposal deemed to be in the best interest of the County.

Dare County reserves the right, and the Finance Department has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the County.

Dare County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

Dare County shall have a period of ninety (90) days after the opening of the proposals in which to award the contract.

## Contract Term

It is the intent of the County to enter into a one (1) year contract with the option to extend the contract for four (4) additional one year periods upon mutual agreement of both parties.

The Consultant 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. The County shall have access to all records, documents and information collected and/or maintained by others in the course of

the administration of the agreement. This information shall be made accessible at the awardees place of business to the County, including the Comptroller’s Office and/or its designees, for purposes of inspection and audit without restriction.

## Selection Process

The selection process will be based on the responses to this Request for Proposal and any proposal review sessions. A committee comprised of county personnel will evaluate each proposer’s response.

## NON-COLLUSION AFFIDAVIT

State of North Carolina

County of Dare

that:

, being first duly sworn, deposes and says

1. He/She is the of , the proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix

the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Dare or any person interested in the proposal contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

 (Seal)

 (Title)

SUBSCRIBED AND SWORN TO BEFORE ME, This Day of , 2016

NOTARY PUBLIC My Commission Expires

## PROPOSERS’S HOURLY RATE FORM

|  |  |
| --- | --- |
| POSITIONS | $ HOURLY RATES |
| Project Manager | $  |
| Operations Manager | $  |
| Scheduler/Expeditors | $  |
| GIS Analyst | $  |
| Field Supervisors | $  |
| Debris Site/Tower Monitors | $  |
| Environmental Specialist | $  |
| Project Inspectors (Citizen Drop-Off Site Monitors) | $  |
| Load Ticket Data Entry Clerks (QA/QC) | $  |
| Billing/Invoice Analysts | $  |
| Administrative Assistants | $  |
| Field Coordinators (Crew Monitors) | $  |
| TOTALOTHER REQUIRED POSITIONS | $  |

Proposer may include other positions, with hourly rates, as needed.

## BID CERTIFICATION FORM

WITNESS

1

2

PRINCIPAL:

BY:

SIGNATURE

(SEAL)

NAME:

TITLE:

ADDRESS:

TELEPHONE:

EMAIL:

RFP Number (if applicable):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Vendor or Bidder:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S.143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-GA-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature Date

Printed Name Title

*Notes to persons signing this form:*

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

• When a bid is submitted

• When a contract is entered into **(if** the certification was not already made when the vendor made its bid)

• When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's **Final** Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/lran](http://www.nctreasurer.com/lran) and will be updated every 180 days.