



Issue Date: June 1, 2017

REQUEST FOR PROPOSALS
FOR
DISASTER MANAGEMENT MONITORING SERVICES

The Currituck County Department of Public Works invites interested parties to submit proposals no later than **2:00 PM (EST), Monday, June 19, 2017**, to provide Disaster Management Monitoring Services, to the County of Currituck.

Sealed proposals will be accepted at and copies of the Request for Proposals may be obtained from: The Currituck County Public Works Office located at 145 Courthouse Road, Currituck, NC 27929.

NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Brenda McQueen, Currituck County Public Works Department, 145 Courthouse Road, Currituck, NC 27929, Telephone: 252.232.2504, email: Brenda.mcqueen@currituckcountync.gov .

REQUEST FOR PROPOSALS
FOR
DISASTER MANAGEMENT MONITORING SERVICES

PURPOSE:

Currituck County (County) is soliciting sealed proposals to provide Disaster Debris Management and Monitoring Services.

INSTRUCTIONS TO PROPOSERS:

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals in an original and three (3) complete copies **no later than 2:00 PM (EST), Monday, June 19, 2017**, to the Currituck County Public Works Department, 145 Courthouse Road (all USPS mail: 153 Courthouse Road, Suite 302), Currituck, NC 27929.

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

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

It is the sole responsibility of the bidder to ensure that his or her Proposal reaches the Public Works Department. The time and date for receipt of Proposals will be scrupulously observed. The County shall not be responsible for late deliveries or mail delays. All proposals will be opened publicly.

TERMS AND CONDITIONS:

1. The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified proposers if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the County. County reserves the right, and the Currituck County Public Works Department has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the County.
2. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

3. Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.
4. Proposals shall be sealed and proposers should indicate on their proposal the following:
 - a. RFP – Management, Monitoring & Recovery
 - b. Date of Opening – Monday, June 19, 2017, 2:00 PM
 - c. Name and Address of Proposer
5. Costs of preparation of a response to this request for proposals are solely those of the proposers. The County assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
6. The proposer receiving the award will obtain or possess the following insurance coverage's, and will provide Certificates of Insurance to the County to verify such coverage.
 - 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 no less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 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 \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.
7. 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 five (5) 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, reproduction and audit without restriction.

8. It is the intent of the County to enter into a three (3) year term contract, with a renewal clause for two (2) additional one (1) year renewal terms for services as described herein.

QUESTIONS REGARDING THIS RFP:

All questions or concerns regarding this Request for Proposals must be submitted in writing, by US Postal Service, courier service or by email to Brenda McQueen, Currituck County Public Works Department, 145 Courthouse Road, (all USPS mail to 153 Courthouse Road, Suite 302), Currituck, NC 27929 or Brenda.mcqueen@currituckcountync.gov no later than 5:00 PM, on Friday, June 9, 2017. The County may issue an addendum to the Request for Proposals for distribution to all known prospective proposers. No oral interpretation of this Request for Proposal shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the County.

PROPOSAL FORMAT:

Proposers must respond in the format delineated below.

The following information shall be tabbed to identify the required information. Failure to submit this information will render your proposal non-responsive.

1. QUALIFICATIONS OF THE FIRM

- a. Provide a description and history of the firm focusing on previous governmental experience. Only past experience as the prime contractor with local governments will be considered. Personal qualifications of staff with past debris monitoring experience will not be considered unless the services were part of the prime contract between the Proposer and the local government. State and federal contracts that do not reflect direct contractual obligations to perform services on behalf of the sub-grantee will not be considered to be past local government experience. Firm qualifications must include, at minimum, the following:
 - Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
 - Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
 - Experience representing local governments with various state and federal funding sources and reimbursement processes, including FEMA, FHWA, and NRCS.
 - Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.
- b. Provide at least ten references for which the firm has performed services within the past three (3) years that are similar to the requirements in the Scope of Services. Five of the references shall be from local government entities for disaster debris monitoring experience involving a minimum of 500,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.

2. 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 operations managers, FEMA reimbursement specialist, data manager, etc.) must be full time employees of the proposing firm and have experience, working for the Proposer, in the following:

- a. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing disaster debris monitoring for at least five local governments involving a minimum of 500,000 cubic yards of debris for each client.
- b. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- c. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

3. TECHNICAL APPROACH

Provide a description of the Proposer's 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. Provide a copy of proposer's internal training program. Provide under separate cover the Proposers training manual.

4. COST PROPOSAL

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor projected costs will be billed to the County at cost without markup.

5. SAMPLE CONTRACT

A sample contract is included in this RFP package.

SCOPE OF SERVICES

1. BACKGROUND

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, and other services as needed and ordered by the County. Other services may include, but not limited to, facilitating communication with FEMA, FHWA, the State of North Carolina and other state and federal agencies, coordination with state insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

Compliance with all of the terms and conditions in the NC Department of Transportation “Disaster Related Debris Removal Agreement” included in these Bid Documents is required.

2. SCOPE

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, drainage areas, 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 TDSRS locations and any other permitting/regulatory issues as necessary.
- 3) Scheduling work for all team members and contractors on a daily basis.
- 4) Hiring, scheduling, and managing field staff.
- 5) Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.
- 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.
- 8) Entering load tickets into a database application.
- 9) Digitization of source documentation (such as load tickets).
- 10) Developing daily operational reports to keep the County informed of work progress.

- 11) Development of maps, GIS applications, etc., as necessary.
- 12) Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- 13) Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
- 14) Compliance with all of the terms and conditions in the NC Department of Transportation “Disaster Related Debris Removal Agreement” included in these Bid Documents.
- 15) Final report and appeal preparation and assistance.

B. EMERGENCY MANAGEMENT PLANNING AND TRAINING

As directed by the County, the Consultant shall provide:

- 1) Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
- 2) Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- 3) Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
- 4) Procurement assistance for debris removal contractors and other services as requested.
- 5) Project management to include the formulation and management of permanent work projects, task force management, and County Commissions, Boards and Panels.
- 6) Technical support and assistance in developing public information.
- 7) Other training and assistance as requested by the County.
- 8) Other reports and data as required by the County.
- 9) Other emergency management and consulting services identified and required by the County.

C. PUBLIC ASSISTANCE CONSULTING SERVICES

As directed by the County, the consultant shall provide:

- 1) Identification of eligible emergency and permanent work (Category A-G);
- 2) Damage Assessment
- 3) Assistance in attaining Immediate Needs Funding;
- 4) Prioritization of recovery workload;
- 5) Loss measurement and categorization;
- 6) Insurance evaluation, documentation adjusting and settlement services;
- 7) Project Worksheet formulation, generation and review.
- 8) FEMA, FHWA, HMGP, CDBG, NRCS and additional reimbursement support;
- 9) Staff augmentation with experienced Public Assistance Coordinators and Project Officers;
- 10) Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- 11) Appeal services and negotiations;
- 12) Reconstruction and long-term infrastructure planning; and
- 13) Final review of all emergency and permanent work performed.

END OF SCOPE

COST PROPOSAL FORM

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost without mark-up.

HOURLY RATES

POSITIONS	
Project Manager	\$ _____
Operations Managers	\$ _____
Scheduler/Expeditors	\$ _____
GIS Analyst	\$ _____
Field Supervisors	\$ _____
Debris Site/Tower Monitors	\$ _____
Environmental Specialist	\$ _____
Project Inspectors (Citizen Drop-Off Site Monitors)	\$ _____
Field Coordinators (Crew Monitors)	\$ _____
Load Ticket Data Entry Clerks (QA/QC)	\$ _____
Billing/Invoice Analysts	\$ _____
Project Coordinators	\$ _____

Proposer may include other positions, with hourly rates. Attach job description for each position.

PROPOSER'S BID CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Qualifications/Proposals and any other documents accompanying or made a part of this Request for Qualifications/Proposals.

The hourly rates proposed on the Cost Proposal Form shall include all applicable overhead, profit, personal protective equipment, communications devices (including radios and cell phones). I agree that our firm's proposal will remain firm for a period of 90 days in order to allow the County adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

All reimbursable expenses must be approved by the County.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer employee or agent of the County of Currituck or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that the County of Currituck reserves the right to reject any or all proposals.

Name of Firm

Federal Tax ID: _____
Telephone: _____

Authorized Signature

Fax: _____
Email: _____

Name & Title, typed or printed

Subscribed and sworn to before me
this ____ day of _____, 2017

Mailing Address

Notary Public

City, State, Zip Code

My commission expires: _____
(Seal)

THIS FORM MUST BE NOTARIZED

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

1. The prospective lower tier participant [\$100,000 or more] certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to their proposal.

Signed: _____ Dated: _____

Typed (or Printed) Name: _____

Contract #

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the ___ day of _____, 20__ between the **County of Currituck** (hereinafter "County") and _____ [Contractor], (hereinafter "Contractor").

RECITALS

County is a body corporate and politic of the State of North Carolina with the duties and powers set forth in Chapter 153A of the North Carolina General Statutes.

Contractor represents that it is duly qualified to perform business, and otherwise to transact business in North Carolina.

IT IS THEREFORE AGREED as follows:

1. Scope of Work. Contractor agrees to perform the following services for County:

_____ **(here, describe in detail the work to be performed by the contractor including the location of where the work is to be performed,**
(hereinafter "the Services").

2. Compensation. Contractor will be paid for its Services by County as follows:

_____ **(here, specify compensation arrangement including payment method and frequency.)**

3. Contractor's Freedom to Contract. Contractor may employ assistants at its sole expense and discretion as may be necessary to fulfill Contractor's obligations under this Agreement. Contractor agrees that anyone to whom it delegates any or all of the Services called for by this contract will be

competent, qualified and capable of performing the work without any supervision, contact or assistance by County's employees. Any such assistant will be employed only by Contractor, and will not be an employee of the County while performing services under this contract.

4. Expenses. County shall not be liable to Contractor for any expenses which Contractor incurs, nor shall Contractor be liable to County for office help or expenses. Contractor shall have no authority to bind County by any promise or representation, unless specifically authorized by the County Manager in writing to do so.

5. Term. This Agreement may be terminated by either party at any time upon days/months written notice to the other party. Upon the termination of this Agreement, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor. Contracted Services under the terms of this agreement shall terminate December 31, 2019.

6. Nature of Relationship. Contractor understands that it is an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venturer of County. Contractor understands that it has the right to use its best judgment and efforts to fulfill the terms and obligations of this Agreement. Contractor further understands and acknowledges the following:

- a. That it will receive no compensation other than as outlined in this Agreement and is not subject to nor eligible for any benefits which may be offered by County to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
- b. Its Services provided in accordance with this Agreement are an independent calling or occupation.

- c. Contractor is expected to use its own skill, judgment and expertise to fulfill the obligations of this Agreement, and is not supervised, directed or controlled by County as to the means or methods it should employ.
- d. Contract is not required to perform tasks in any particular order or sequence.
- e. Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- f. Contractor may determine its own daily schedule and those of its own employees or servants without prior approval of County.
- g. Contractor is not required to devote any particular percentage of its time or resources to perform the Services required hereunder.
- h. Contractor furnishes its own equipment and supplies and is expected to maintain its business office somewhere other than at the County's office.
- i. To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.
- j. This Agreement shall not prevent Contractor from performing other services for other parties. Contractor may engage in other business endeavors or projects of any kind or nature.

7. Taxes. Contractor assumes exclusive liability for payment of all federal, state or other governmental division taxes and contributions for social security, Medicare/Medicaid, etc., now or hereafter required, incurred or assessed by law. Contractors providing equipment, materials, parts or supplies shall provide a breakdown of labor, materials, parts or supplies and sales tax by County or a sales tax report approved by the County Finance Department with the invoice. Contractor agrees to indemnify and hold harmless the County from any claims for taxes as described in this Section.

8. Insurance. Contractor understands and agrees that neither it nor its employees are subject to workers' compensation or general liability coverage maintained by the County for its employees. Contractor agrees to procure and maintain workers' compensation insurance coverage for the benefit of contractor's employees or subcontractors and to procure general liability insurance listing the County as an additional insured at all times relevant to this Agreement. Contractor shall provide to County a valid and current certificate of workers' compensation and general liability insurance listing the County of Currituck as an additional insured. In the event Contractor shall fail at any time to have in force and effect insurance as required by this Section, Contractor agrees to indemnify and hold harmless County for (1) any premium paid by County to maintain insurance coverage applicable to Contractor and/or its employees or subcontractors; (2) any worker's compensation benefits paid by County as a result of Contractor's failure to comply with this Section; and (3) any amounts paid by County for general liability claims as a result of Contractor's failure to comply with this Section.

If the contractor has less than three (3) employees and is not required to provide Worker's Compensation by the State of North Carolina initial here: _____

Independent Contractor carries and will provide County with a Certificate of Insurance for:

Workers' Compensation _____ Yes _____ No

General Liability _____ Yes _____ No

9. Indemnity. Contractor shall and does hereby agree to indemnify, save harmless and defend County from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by Contractor, its employees, agents or subcontractors in any way attributable to the performance of the Services, including (but without limiting the generality of the foregoing), all claims for service, labor

performed, materials furnished, provisions and supplies, injuries to person or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, suits, or liens, of any nature and character, in any way attributable to or asserted against County or against Contractor and County, or which the County may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of County and/or the sole negligence of County's employees, agents or servants, then and only then, Contractor shall not be liable under the provisions of this paragraph.

10. Arbitration. Any controversy or claim arising out of, or relating to this Agreement, or its breach, shall be settled by arbitration in Currituck County, North Carolina in accordance with the provisions of the North Carolina Revised Uniform Arbitration Act, (the "Act"). The parties to this Agreement understand that this arbitration provision shall expressly apply to this Agreement in accordance with the Act. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

11. E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

12. Iran Divestment. Contractor certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. §147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. §147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

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

13. Notices. Any notice, request or report given by one party to the other shall be in writing, deposited in the United States Mail (postage prepaid) or hand delivered and properly addressed as follows:

If the notice is to County:

(Or such other person or address as County shall have designated by due notice to Contractor).

If the notice is to Contractor:

(Or such other person or address as Contractor shall have designated by due notice to County).

14. Non-Waiver. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County, its governing board or employees.

15. Headings. The headings, subheadings and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

16. Amendments. This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

17. Complete Agreement. This Agreement constitutes the entire Agreement between County and Contractor pertaining to its subject matter and supersedes all prior and contemporaneous negotiations, agreements and understandings of either or both parties in connection therewith.

18. Governing Law. The validity, interpretation and performance of this Agreement and of its provisions shall be governed by the laws of the State of North Carolina.

The undersigned have read the entire Agreement and accept the terms and conditions as shown by their signatures below.

MUST INCLUDE ATTEST LINE

ATTEST:

COUNTY OF CURRITUCK

By: _____
Clerk to the Board of Commissioners

By: _____ (SEAL)

**CUT AND PASTE THE APPLICABLE SIGNATURE LINE FROM
LAST PAGE IN THIS SPACE**

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Sandra Hill
Finance Officer