

Request for Proposals
Disaster Management, Recovery and Consulting Services

The Town of Hope Mills is seeking qualified firms to provide disaster management, recovery and consulting services for the Town for the recovery efforts from Hurricane Florence.

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 3:00 pm, Tuesday, November 13, 2018 to Town of Hope Mills, 5770 Rockfish Road, Hope Mills NC 28348. Due to short return response time, proposals should be emailed to the Town utilizing the following email address: rholland@townofhopemills.com. The responsibility for getting the proposal to the Town’s representatives on or before the specified time and date is solely and strictly the responsibility of the proposing firm. Bids will be opened in front conference room at the address listed above. The Town will in no way be responsible for delays caused by any occurrence. Proposals may be hand delivered or mailed to:

Town of Hope Mills Finance Department
5770 Rockfish Road
Hope Mills, NC 28348
Hours of Operation: 8:00 a.m. to 5:00 p.m. (EST) Monday through Friday
Telephone: 910-424-4555 ext. 4102
Email: rholland@townofhopemills.com (Drew Holland)

Firms providing proposals shall be responsible for complying with all North Carolina Laws and local ordinances.

The Town of Hope Mills 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 the Town.

No Request for Proposal will be received or accepted after 3:00 p.m. on Tuesday, November 13, 2018. Late Requests for Proposals will be deemed invalid and returned unopened to the submitting firm.

Thank you,

Cindy Murray
910-424-4555 ext. 4101
Finance Department

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TOWN OF HOPE MILLS REQUEST FOR PROPOSAL

Purpose and General Information

The Town of Hope Mills is, hereafter known as the Town 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 Town 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 based on current disaster declaration DR-4393.

Hope Mills is located in western Cumberland County at 34°58'14"N 78°57'24"W (34.970679, -78.956603), south of Fayetteville, the county seat. According to the United States Census Bureau, the town has a total area of 7.0 square miles (18.2 km²), of which 6.9 square miles (18.0 km²) is land and 0.08 square miles (0.2 km²), or 1.40%, is water, including Hope Mills Lake.

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 Town 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 Town. 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 Town.
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 Town 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 Town.
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 Town for processing.
14. Project Worksheet Generation and Review and other pertinent report reimbursement by FEMA and any other agency for disaster recovery efforts by Town 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 Town 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 Town.

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 Town 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 Hope Mills Town area within 24 hours after receipt of a Notice to Proceed and the first Task Order from the Town.

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 Town.
6. The Town reserves the privilege of auditing a vendor's records as such records relate to purchases between The Town 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 Town 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 Town 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 Town 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 The Town, nor shall he/she assign, by power of attorney or otherwise, any of the money payable under the Contract unless written consent of the Town 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 Town and must conform to the same standards and specifications applicable to the contracting firm.

The Contractor shall be fully responsible and accountable to the Town 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, and one (1) **digital copy (pdf) of proposal (preferred based on time)**. All proposals shall be sealed and marked RFP Disaster Management, Recovery, and Consulting Services. Sealed proposals will be received no later than 3:00 pm on Tuesday, November 13, 2018 in Front conference Room, at the Town Hall Administration Building, 5770 Rockfish Rd., Hope Mills NC 28348.
- B. Proposals sent via email will have the following on the subject line "RFP Disaster Management, Recovery, and Consulting Services".
- C. Mark outside of the envelope 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 Finance Department personnel before the deadline indicated above. There is nothing in this RFP that precludes the Town 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 Town of Hope Mills 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 The Town.
- 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 data 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 Town 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 910-426-4100 and request an application.
- J. Incurring Cost: The Town is not liable for any cost incurred prior to the execution of the contract.

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

Disqualifications

The Town 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. The Town reserves the right to reject any and/or all proposals.

Inquiries

Questions concerning this RFP should be directed to: Don Sisko (No later than 11/8/18 at 5:00 p.m.)

Public Works Director
5770 Rockfish Rd
Hope Mills, NC 28348
Telephone: 910-429-3384
Fax: 910-424-4902
E-mail: dsisko@townofhopemills.com

All questions pertaining to this RFP must be submitted, in writing, no later than Thursday, November 8, 2018 by 5:00 pm.

Only written email sent questions will be considered formal. Any information given by telephone will be considered informal. Any questions that the Town feels are pertinent to all proposers will be emailed as an addendum to the RFP. FAX and e-mail messages will be treated as written questions.

Insurance

To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the TOWN and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Contractor shall also maintain Employers' Liability insurance limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease.

Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and

\$1,000,000 – per occurrence/\$1,000,000 annual aggregate - Commercial General Liability

\$100,000 - Property Damage Liability, or

\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

The CONTRACTOR shall maintain during the life of this contract automobile/vehicle liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000.

CONTRACTOR, upon execution of this Contract, shall furnish to the TOWN a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

Hold Harmless

The successful proposal shall agree to defend, indemnify and hold harmless The Town 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 Town 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: The Town 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 Town representatives, the Contractor has completely delivered all materials or performed all services in accordance with the specifications and the terms of the contract.

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, not to exceed 180 days.

Signing Proposals

The Town 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 The Town. 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 The Town to be in their best interest.

The Town 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 Town.

The Town 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 Town.

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

The Town 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 Town to enter into a contract through the completion of Hurricane Florence Debris Removal, the period of debris recovery will not exceed 180 days.

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 Town 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 Town, 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 Town personnel will evaluate each proposer's response.

NON-COLLUSION AFFIDAVIT

State of North Carolina
Town of Hope Mills

_____, being first duly sworn, deposes and says that:

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 Town of Hope Mills 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 _____, 2018.
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)	\$ _____
TOTAL	\$ _____

OTHER 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.

N/A

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. (www.nctreasurer.com/iran)

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

REVIEWED BY PUBLIC WORKS DIRECTOR

DON SISKO, PUBLIC WORKS DIRECTOR

CONTRACTOR

BY: _____

PRINTED NAME: _____

TITLE: _____

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

DREW HOLLAND, FINANCE DIRECTOR

TOWN OF HOPE MILLS

MELISSA ADAMS, TOWN MANAGER

ATTEST:

JANE G. STARLING, TOWN CLERK