

## **REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES**

Notice is hereby given that proposals will be received by Camden County, North Carolina, until March 6, 2019, for the following Professional Services to said jurisdiction:

### **HURRICANE MATTHEW HAZARD MITIGATION GRANT PROGRAM (HMGP) MANAGEMENT and IMPLEMENTATION SERVICES**

#### **Project Summary**

Camden County suffered significant damage to residential housing during Hurricane Matthew in October 2016 and has received notice of grant approval from the NC Division of Emergency Management for the Hazard Mitigation Grant Program (HMGP) for Acquisition and Demolition/Reconstruction of residential properties. The county is soliciting turnkey professional project management and implementation services required to undertake the following activities:

- Management and implementation of Hazard Mitigation Grant Program (HMGP) Projects for the Acquisition of five (5) residential properties (one additional application is still pending) and the demolition/reconstruction of two (2) residential properties. All activities performed during these projects are to be conducted with FEMA funds pursuant to the Robert T. Stafford Disaster Relief Act, the National Flood Insurance Reform Act of 1994, and the State of North Carolina's Flood Mitigation Administrative Plan, as administered by the NC Division of Emergency Management. These Projects must also adhere to all program guidelines established for the Hazard Mitigation Grant Program.

Upon selection of a qualified consultant, Camden County will enter into a contractual agreement with the consultant, based upon the management and implementation needs determined by the county and NC Division of Emergency Management and outlined in the HMGP Program Guidance. Management and implementation activities are to be conducted with Federal Emergency Management Agency (FEMA) and North Carolina State funds pursuant to the grant agreements executed between Camden County and the State of North Carolina, Department of Public Safety, Division of Emergency Management.

The contact person for this project is:

Christy Saunders, Emergency Management Coordinator  
Pasquotank-Camden Emergency Management Agency  
200 E. Colonial Avenue, Elizabeth City, NC 27909  
Phone (252) 335-4444  
[saundersc@co.pasquotank.nc.us](mailto:saundersc@co.pasquotank.nc.us)

Each proposer must submit complete proposals in the format provided in the RFP. Proposals must be in a sealed envelope and clearly marked "HURRICANE MATTHEW HAZARD MITIGATION GRANT PROGRAM, MANAGEMENT AND IMPLEMENTATION SERVICES – SPECIAL PROJECT RFP" in the lower left corner of the envelope. Mailed or hand delivered proposals must be received no later than March 6, 2019 to be considered.

A minimum of two proposals must be received in order to open the proposals. The proposals will be opened at the public bid opening on March 7, 2019 at 1:00 pm in the Camden County Manager's Office located at 330 US Highway 158 E, Camden, NC 27921.

Proposals will be rated by the Camden County Manager, Camden County Finance Director and Pasquotank-Camden Emergency Management Coordinator prior to award of any contract. Procurement of a management and implementation firm will be accomplished in accordance with 44CFR13, 24FR85, 2CFR200, and the North Carolina General Statutes relating to procurement of professional services.

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Christy C. Saunders, Emergency Management Coordinator  
Pasquotank-Camden Emergency Management Agency

## **PROJECT DESCRIPTION**

### **Name or Title of Project**

CAMDEN COUNTY  
HAZARD MITIGATION GRANT PROGRAM (HMGP)  
MANAGEMENT AND IMPLEMENTATION SERVICES  
HURRICANE MATTHEW

### **Name of Sponsor/Location of Project**

Camden County, North Carolina

### **Professional Services Required**

Comprehensive management and implementation services of a professional management firm. These services will be procured by competitive proposals subject to 44CFR13.36, 24CFR85.36, and 2CFR200.

### **Project Summary**

The submitting firm(s) shall provide Camden County with management and implementation services required to manage the grant awards for HMGP acquisition and demolition/reconstruction projects for Hurricane Matthew. These projects are intended to eliminate or significantly reduce future flood risk through the acquisition or demolition/reconstruction of flood-prone residences in the floodplain. The grant award for the demolition/reconstruction and acquisition projects currently total \$1,240,054.00. This is subject to increase pending approval of an additional acquisition grant award. The projects include:

- a. The demolition/reconstruction of two (2) residential structures. The structures will be reconstructed and elevated above the base flood elevation, plus two feet of freeboard as specified by the Camden County Flood Damage Prevention Ordinance. The rebuild will consist of installation of a code-compliant, manufactured home with a square footage not to exceed 10 percent of the original structure. The project will comply with North Carolina and local building code requirements.
- b. The acquisition of five (5) residential properties located within the boundaries of the special flood hazard area. These structures will be demolished, including complete removal of the existing foundations.

The project requires extensive knowledge of Grant Financial Management, Construction Project Management, EEO and Environmental Compliance, Structural Elevation and Retrofitting Guidelines, NC Residential Building Code, Civil Rights Regulations, Labor

Standard Regulations pertaining to federally funded grant projects, National Flood Insurance Program (NFIP) Participation Requirements and Federal Acquisition and Relocation Requirements. Compliance with all federal, state and local laws is also mandated.

### **Scope of Services**

The Scope shall comprise of all necessary services for management and implementation of an Hazard Mitigation Grant Program grant, including land acquisition services through property closings and demolition, and structural elevation as directed using FEMA's current Hazard Mitigation Grant Program Guidance and Hazard Mitigation Grant Program Addendum and the Uniform Relocation Act (URA and project closeout Grant Program). It will also require the ability to collaborate with Camden County leadership and its partners on any of the HMGP projects.

The successful team shall provide all of the necessary planning and project management expertise, including provision of on-site personnel, for the successful implementation and completion of the projects. All on-site structural feasibility analysis and construction inspection will be supervised by the Camden County Inspections Department. However, the management consultant must provide a qualified residential housing inspector to assist the local building inspector with construction inspection and to act as the primary construction management liaison between the local building inspector and the successful team.

The successful team shall provide Camden County with demolition/reconstruction/acquisition policies and procedures consistent with the approved grant agreements regarding the residential properties in Camden, NC.

Required services may include, but are not limited to, the following:

- a. Develop comprehensive administrative guidelines for the management of all grant funded elevation and acquisition/demolition activity, including the following.
  - Procedures for financial management, construction procurement, construction management and inspection.
  - Coordination of structural engineering and building inspection services.
  - Coordination of NFIP and North Carolina Residential Building Code compliance.
  - Review duplication of benefits procedures.
  - Prepare pre-construction and owner's certification documents.
  - Review structural feasibility procedures.
  - Prepare administrative guidelines and forms/documents for proper management of residential housing activities in accordance with FEMA disaster recovery and hazard mitigation requirements.

- b. Provide Federal and State required civil rights, environmental, labor standards, audit, and general procurement compliance as mandated by the grant agreement(s); executed by Camden County.
- c. Assist Camden County in procuring the professional services of a structural engineering firm, legal firm, appraiser, surveyor, and asbestos inspector. Provide scheduling and coordination of these professional services.
- d. Coordinate with the Camden County Inspections Department and consulting structural engineer during structural feasibility analysis, develop general elevation specifications, and prepare bid documents for elevation.
- e. Assist Camden County in procuring construction services for elevation and demolition to assure compliance with the project schedule and requirements.
- f. Manage the construction bid/award process.
- g. Assist with on-site inspection of all residential construction work as outlined above.
- h. Authorize payment to other consultants and general contractors.
- i. Supervise the cost report process and coordinate project financial management with Camden County's Finance Director/HMPG Designated Agent.
- j. Manage all acquisition and demolition activity in accordance with Uniform Relocation and Real Property Acquisition Policies Act, FEMA requirements, and standard operating procedures established by the North Carolina Division of Emergency Management.
- k. Maintain detailed case files for each unit included in the project, as well as general project compliance and procurement files.
- l. Attend preconstruction conferences with homeowners and contractors; function as the liaison between Camden County and the contractor during construction.
- m. Provide construction contract oversight in coordination with the structural engineer, including the following items:
  - Review of change orders;
  - Issuance of notices to proceed;
  - Review of construction schedule; and
  - Regular review of construction quality and cost control procedures.

- n. Attend County Commissioner meetings as required for approval of program guidelines, contract awards, etc.
- o. Function as liaison between Camden County and the North Carolina Division of Emergency Management.

### **Procurement Criteria**

The Proposer shall assign a single Project Manager and one alternate Project Manager, dedicated and available, for the entire duration of the project. The Project Manager may only be replaced upon approval by, or at the request of the Camden County.

The successful firm(s) must demonstrate a particular knowledge of all applicable policies and procedures, standard operating procedures, interim policy guidance and HMGP compendium provisions for successfully implementing the Hazard Mitigation Grant Program as outlined under "SCOPE OF SERVICES" above, including definition of specific background in the management of FEMA or state-sponsored acquisition and demolition/reconstruction activities. The Program Administrator must be able to coordinate the procurement, work scope and work practices of other professional services, including but not limited to, attorneys, engineers, appraisers, surveyors, and contractors used in the demolition/reconstruction/elevation and acquisitions undertaken by project participants.

The Program Administrator must demonstrate a proven ability to review and make recommendations for permitting necessary for construction/elevation of structures as required by state and local laws.

The Program Administrator must have a demonstrated ability to provide guidance to local government officials and others involved in the decision-making process.

### **Evaluation Procedure**

**The following factors will be considered critical in the evaluation of those proposals prepared in response to this announcement (maximum 100 points available):**

1. Specific Related Experience of Project Team Members..... 35 points
2. Management Plan..... 20 points
3. Performance and Reputation of Participating Firm(s) ..... 20 points
4. Team Capacity/Staff Availability/Project Schedule ..... 10 points
5. Cost-Effectiveness ..... 15 points

## **Acceptance of Evaluation Methodology**

By submitting its Responses to this RFP, the Proposer accepts the evaluation process and acknowledges and accepts that the determination of the most qualified firm(s) will require subjective judgments by Camden County.

## **Proposal Contents**

1. Name and brief history of firm.
2. Location of offices.
3. Provide a listing of the personnel who would be assigned to the project, including an explanation of the project team's organizational structure and each person's area of responsibility. Resumes for each professional assigned to this project are also required. Please include an organizational chart of the local team.
4. Brief Management Plan
5. Proposer must provide three (3) examples of relevant, similar projects, either currently in progress or having been completed in the past five (5) years containing work demonstrating the skills and abilities of the key team members. Include the name, address, and telephone number of a client contact for each project.
6. Provide summary on Team Capacity/Staff Availability/Project Schedule
7. Cost-Effectiveness (Provide a description of hourly rates, including travel and per diem reimbursement expenses of all key personnel, as well as technical and clerical support staff.)
8. Request for Proposal Submittal Form (Appendix A)

## **No Reimbursement for Costs**

The Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this RFP shall be at the sole risk and responsibility of the Proposer.

## **Rejection of RFP:**

Camden County reserves the right to accept or reject any or all submittals as may be deemed necessary by the County to be in its best interest. The County further reserves the right to waive all informalities, and reserves the right to reject all nonconforming, unresponsive,

unbalanced or conditional Submittals. The County reserves the right to reject the Submittal of any Firm if the County believes that it would not be in the best interest of the Project to make an award to that Firm because the Submittal is not responsive or responsible, or the Proposer is unqualified or if doubtful financial ability or fails to meet any other pertinent standard or criteria established by the County. Camden County also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive Firm who submits the best ranked submittal. If the County and the best ranked Firm cannot negotiate a successful contract the County may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Proposer who submits the next best ranked submittal. No firm shall have any rights against Camden County arising from such negotiations.

### **No Lobbying**

Proposer acknowledges and accepts that from the Date of Issuance of the RFP until a final decision has been made by Camden County, it will not take any action, make any effort or support or engage other on its behalf to take actions or efforts with attempt to influence the decision-making process for this RFP in the favor of the Proposer. This includes direct contact with the County Commissioners, County Manager, County Staff of Camden County and others who may be engaged in the process or grant program. Additionally, the Proposer acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFP evaluation or decision-making process. Any Proposer violating any of the aforementioned conditions is subject to immediate disqualification for consideration.

### **Debarment and Suspension**

By submitting a proposal, the Proposer certifies that it is not currently debarred nor suspended from submitting proposal for contracts issued by any political subdivision or agency of the State of North Carolina or the Federal government and that it is not a person or entity that is currently debarred or suspended from submitting proposals from contracts issued by any political subdivision or agency of the State of North Carolina or the Federal government. Proposer must be registered at Sam.gov to be eligible.

### **Equal Employment Opportunities**

In connection with these QUALIFICATIONS, the selected firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or disadvantaged person or disabled status, or War Veteran status.



## **M/WBE Participation**

In connection with these QUALIFICATIONS, the selected firm shall certify that their firm or any potential sub-contractors participate in the small and minority businesses and Women Business Enterprise (M/WBE).

## **Insurance Requirements**

If awarded the contract; the Proposer agrees to maintain, on a primary basis and at its sole expense, at all times during the life of the Contract the following applicable coverage's and limits.

- a. Worker's Compensation Insurance as required by North Carolina State law.
- b. Automobile Liability Insurance on any owned, non-owned or rented vehicles with limits of at least \$1,000,000 per occurrence combined single limit bodily injury and property damage.
- c. Commercial General Liability Insurance with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$1,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$1,000,000 for Completed Operations and Products Liability.
- d. Additional Insured - Camden County, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Proposer; products and completed operations of the Proposer; premises owned, leased or used by the Proposer; or automobiles owned, leased, hired or borrowed by the Proposer. The coverage shall contain no special limitations on the scope of protection afforded to Camden County, its officials, employees or volunteers. The Proposer shall agree to protect, indemnify and hold harmless Camden County, its agents, officers and employees from and against any and all losses resulting directly or indirectly from negligent acts, errors, or omissions of the vendor, or vendor's agents, officers, employees, and subcontractors, in the performance of services under this contract.

The Proposer shall ensure that any subcontractors engaged in work under this project are included as insured's under its policies OR shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

All insurance policies shall be written by insurers licensed and lawfully authorized to underwrite and transact business in the State of North Carolina and must have an A.M. Best rating of not less than A-VII.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after

thirty (30) days prior written notice by certified mail, return receipt requested, has been given to:

Camden County Finance Office  
P.O. Box 190,  
Camden, NC 27921

The insurance requirements outlined shall be maintained in force by the Proposer throughout the term of the contract without lapse, and in no manner should deviate from these requirements.

## Appendix A

### COUNTY OF CAMDEN REQUEST FOR PROPOSAL SUBMISSION FORM

#### HURRICANE MATTHEW HAZARD MITIGATION GRANT PROGRAM (HMGP) MANAGEMENT and IMPLEMENTATION SERVICES

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

EMAIL \_\_\_\_\_

**NOTE TO PROPOSERS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER SUBMITTAL SHALL BE COMPLETED, SIGNED, AND RETURNED WITH THE PROPOSER'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATION MAY RESULT IN REJECTION OF THE QUALIFICATIONS.**

**SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENT, WHICH MAY RESULT FROM THE SUBMISSION OF PROPOSER'S QUALIFICATIONS, AND THE PROPOSER MAY BE REMOVED FROM ALL PROPOSEDS LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND AT THE COUNTY'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.**

By signature hereon, Proposer acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Proposer in response to this RFP will not create a contract between Camden County and Proposer; (3) Neither the County or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the County will be awarded under this RFP; and (4) Proposer shall bear, at its sole risk and responsibility, any cost which arises from Proposer's preparation of a response to this RFP.

By signature hereon, Proposer offers and agrees to furnish to Camden County all the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP document and contained herein.

By signature hereon, Proposer affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of Camden County, or partner organizations in connection with the submitted Responses.

By signature hereon, the Proposer hereby certifies that neither the Proposer nor the firm, corporation, partnership or Developer represented by the Proposer, or anyone acting for such firm corporation, or institution has violated the antitrust laws of this state or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Proposer represents and warrants that:

Proposer is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Proposer has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Proposer certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Proposer affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Proposer affirms that it has not violated any of the noted No-Lobbying provisions or specifications contained in this RFP.

By signature hereon, Proposer agrees to defend, indemnify, and hold Camden County, the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connecting with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor or supplier or Proposer in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

**By signature hereon**, the selected firm avows they shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or disadvantaged person or disabled status, or War Veteran status.

**By signature hereon**, the selected firm certifies that their firm or any potential sub-contractors participates in the small and minority businesses and Women Business Enterprise (M/WBE).

Submitted and certified this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_

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

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

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

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