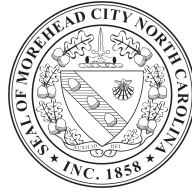


Gerald A. "Jerry" Jones, Jr.
Mayor

Dianne Warrender
Council Member

William Taylor
Council Member

George Ballou
Council Member



Harvey Walker
Council Member

Keri McCann
Council Member

Ryan Eggleston
City Manager

City of Morehead
706 Arendell St.
Morehead City, NC 28557
Tel: (252) 726-6848
Fax: (252) 240-1639

Request for Proposals

Public Assistance / Hazard Mitigation & Grant Management Consulting / Disaster Recovery Services

The City of Morehead (hereinafter the "City") is soliciting proposals from qualified firms for Professional Services related to all aspects of Federal Public Assistance and Mitigation Assistance following a declared disaster incident.

Sealed proposals shall be submitted in an envelope marked on the outside with "FEMA Public Assistance & Grant Management Consulting/Disaster Recovery Services" to:

Jewel Lasater
706 Arendell St.
Morehead City, NC 28557

Requests will be received at the above address until 10am on October 22, 2018, at which time they will be publicly opened at 706 Arendell St. Proposal specifications and conditions may be obtained from the Business Office by contacting the City. The City reserves the right to reject any or all proposals submitted and to waive any minor technicalities. The City also reserves all rights to negotiate with any or all firms submitting qualifications. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to submit qualifications and firms using subcontractors must solicit such firms in the subcontracting process.

Solicitation Intent

The intent of this Request for Proposals (RFP) is to obtain sealed proposals from qualified and experienced consultants who are interested in assisting the City with Disaster Recovery efforts and federal funding pursuits including, but not limited to the FEMA Public Assistance and any other related grant programs. The services will be in the support of the recovery associated with damage sustained in Hurricane Florence and any additional events where such FEMA funding is made available within the term of any contract arising from this solicitation. The selected consultant must have knowledge of and provide all services in full compliance with all applicable local, State, and Federal laws, regulations, executive orders, and FEMA requirements.

Please follow the instructions in the RFP Response Requirements Section. The executed contract will meet all rules for Federal grants, as provided for in Title 44 Code of Federal Regulations and 2 CFR 200.317 through 200.326 and Appendix II. The Successful Respondent(s) will be awarded a contract by November 14th, 2018. This contract and all services procured through this RFP are meant to encompass all support required as a result of Hurricane Florence and should be considered prospective in nature for any subsequent FEMA-declared events occurring within the time-frame of any contract awarded and executed arising from this solicitation.

Project Summary

The City is located in Carteret County, North Carolina and has been declared by the President of the United States to receive federal assistance for the recovery from Hurricane Florence. Work under any contract executed from this solicitation is expected to include, but not be limited to the following:

- Provide Debris Removal administrative or programmatic support in the formulation and processing of Project Worksheets and documents through the FEMA grants portal.

- Provide assistance to the City with regard to disaster recovery and mitigation efforts and compliance with applicable local, State, and Federal laws, regulations, executive orders, and FEMA requirements.
- Provide guidance in recovering reimbursement for the repair/replacement of the loss of public and critical infrastructure.
- Collaborate with City staff and other consultants on project formulation, including damage assessments; information gathering; project development; preparation of grant applications, project worksheets and other project submittals to the pertinent State and Federal agencies.
- Assist with the management of Federal / State administered grants and Local / State coordination issues.
- Assist in the pursuit of federal funding, eligibility, coordination with insurance claims, reimbursements, reporting, documentation, compliance, appeals, audits, extensions, amendments, and closeouts.
- Assist with improvements, alternatives, and non-traditional issues which affect federal grants eligibility.
- Assist with the environmental concerns for stabilization and remediation of hazardous threats from environmental impacts caused by the incident and in compliance with federal regulatory requirements and best practices.
- Develop Hazard Mitigation Strategies, planning elements, Proposals, and Grant Applications as appropriate.
- Assist with the development of procurement packages for professional services that align with the federal grant program requirements
- Coordinate and interface with engineering and design effort for repair and/or construction of damaged facilities and infrastructure that will comply with grant eligibility and cost reasonableness determinations. Provide oversight of repair/construction efforts to ensure work complies with applicable federal grant requirements and guidelines.
- Assist in establishing programmatic document control, establishing a file retention system and data management processes to ensure disaster records are complete and ready for audit.
- Assist with the closeout of Projects, including preparing and review of final closeout packages for completed work for compliance with federal grant program requirements.
- Assist in the identification and pursuit of additional federal and state grant funding to assist with recovery efforts.

Any contracts/subcontracts issued under this procurement must comply with the necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. Note: The use of any Contractor, or Sub-Contractor, that has been declared debarred by the Office of Federal Contract Compliance Programs (OFCCP) is prohibited. A complete list of federally disbarred contractors can be found at www.sam.gov. It is the sole responsibility of the Consultant to ensure that any subcontractor(s) or sub-consultant(s) are in good standing with the OFCCP and not on the debarment list.

RFP Response Requirements

The following are required elements of a proposal submitted for this procurement:

- a) Requesting the RFP document: To receive RFP documents, please contact Jewel Lasater, Finance Director at (252)726-6848 and jewel.lasater@moreheadcitync.org
- b) Any questions can be e-mailed to City no later than October 15, 2018 at 5pm. Any Addenda to this RFP will be emailed to those firms which have notified the City of their intention to submit a proposal.
- c) It remains the sole responsibility of the offering firm to contact the City prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and acknowledge any addenda with each proposal.
- d) Preparation and Format: Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Proposals must be signed by an authorized representative or contracting agent of the firm. The Respondent shall include pricing for additional anticipated labor categories, including other non-labor related project costs.
- e) Proposal Delivery: Proposals are due no later than 10am on October 22th, 2018. The complete submittal, consisting of 2 originals of the proposal must be delivered to the address below in a sealed package, clearly marked on the outside "Public Assistance / Hazard Mitigation & Grant Management Consulting / Disaster Recovery Services" and addressed to:

Jewel Lasater
706 Arendell St.
Morehead City, NC 28557

Hand-delivered submittals shall be taken to the above address no later than 10:00 am on October 22th, 2018. The City reserves the right to reject any or all proposals submitted and to waive any minor technicalities. No e-mail or faxed proposals will be accepted.

Minimum RFP Response Requirements

Please submit the following information with your Proposal:

- a) Cover letter with the name, address, phone number, fax number, and email address of the person or firm submitting the proposal. Provide the name of the project manager / primary contact person and person authorized to contract for the firm. Please include anticipated start date if contract awarded.
- b) In order to demonstrate the Respondent has sufficient qualifications, resources and experience to provide the Services under this RFP, please provide the following information
 - A brief history of the firm and an overview of the Proposer's experience indicating resources, understanding, qualifications, background, etc. in providing the services related to "Public Assistance / Hazard Mitigation & Grant Management Consulting / Disaster Recovery Services" experience, including:
 - How many and which FEMA regions have you performed in?
 - Demonstrate the respondent's experience related to FEMA and other federal agencies that provide disaster recovery assistance.
 - Demonstrate the respondent's knowledge and experience with the alternative procedures implemented by FEMA within the past five years.
 - Describe your specific experience and magnitude of work with municipalities.
 - Identify the key individual(s) who will be working on this project and summarize their qualifications and experience. Provide resumes of key individuals.
- c) Discuss recent experience of the Respondent which demonstrates current capacity to provide the services requested in this RFP.
- d) Environmental concerns: Demonstrate that the respondent can provide assistance and oversight of environmental issues, and ensure that regulatory compliance is documented.
- e) Describe the benefits that the City will realize in selecting the Respondent's firm or team for this project. Benefits may include unique or specialized processes or organization, staff qualifications, capabilities, specialized experience, best practices or other factors that distinguish the Respondent from other Respondents.
- f) Discuss additional scope of work items which are not mentioned in the Project Summary that, based upon your experience, will be of assistance to the City in its disaster recovery efforts.
- g) Briefly summarize any other appropriate factors, not already provided in response to the questions and requests listed herein, about the Respondent's qualifications that are relevant to the consideration of the Respondent for this Project.
- h) Provide at least three (3) references for which Respondent has performed similar services within the last five (5) years.
- i) List of ALL current contracts underway as a result of Hurricane Florence within the state of North Carolina
- j) Provide a summary of any litigation, claim(s), or contract disputes filed by or against the offeror in the past five (5) years which is related to the services that offeror provides in the regular course of business. State if there are NO litigation claim(s) or contract dispute(s) filed by or against the Offeror in the past five (5) years.
- k) Project Approach/Plan: Explain the Respondent's understanding of the project and outline the Respondent's proposed approach to completing the anticipated scope of work.
- l) Provide a copy of the firm's current Certificate(s) of Liability insurance.
- m) Proposed Compensation: Submit hourly rates for services including rates by position. The City reserves the right to negotiate terms as needed to improve elements of the proposal to best meet the needs of the City, including cost.
- n) Cost-center Tracking: The services provided under this contract should be eligible for reimbursement as a direct cost and direct administrative cost (reference FEMA's Public Assistance Program and Policy Guide V.3.1; FEMA Disaster Assistance Policy DAP9525.9, Section 324 Management Costs and

Direct Administrative Costs and Recovery Policy 9525.14, Grantee Administrative Costs). To maximize the City's ability to recover the cost of services provided under this contract, the firm may be required to track time on a project by project basis. Invoices submitted to the City for payment may reflect this project by project breakdown and must provide sufficient backup documentation to ensure

o) reimbursement eligibility.

Financial Stability: If requested by the City during a contract negotiation phase, provide information

p) substantiating the firm's sustainability as a business.

Respondents must be able to demonstrate any required licensing or other registrations required to conduct business in the State of North Carolina.

TERMS OF CONTRACT: The City of Morehead reserves the right to negotiate and revise stated contract terms and conditions prior to the firm and City executing an agreement. Any contract executed following this solicitation will include any and all contract terms and clauses required by the regulations found at 2 CFR Part 200 Appendix II. A sample list of required contract clauses is provided with this solicitation as an Enclosure.

ENCLOSURE

Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200

Any contract or agreement executed arising from the present solicitation will include, at a minimum, the following contract clauses. Additional terms and conditions, specified with 2 CFR Part 200 et seq, will also be required within any contract or agreement executed with the City of Morehead.

1. **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:
 - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event that CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
2. **Compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act.** As required by Federal program legislation:
 - a. CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act (40 USC 3141-3144 and 3146-3148)* as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

- i. In accordance with the statute, CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.
- b. CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act (40 USC 3145)*, as supplemented by the Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and are incorporated by reference into this Agreement.
 - i. Contractor. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
 - ii. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.

3. **Compliance with the Contract Work Hours and Safety Standards Act.**

- a. Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. The CLIENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

4. **Rights to Inventions Made Under a Contract or Agreement.** As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.
5. **Clean Air Act and Federal Water Pollution Control Act.** As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:
 - a. Clean Air Act.
 - i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)
 - ii. The CONTRACTOR agrees to report each violation to the CLIENT and understands and agrees that the CLIENT will, in turn, report each violation as required to assure notification to the The State of North Carolina, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
 - b. Federal Water Pollution Control Act
 - i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - ii. The CONTRACTOR agrees to report each violation to the CLIENT and understands and agrees that the CLIENT will, in turn, report each violation as required to assure notification to The State of North Carolina, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
6. **Suspension and Debarment.**
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The CONTRACTOR will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
 - c. CONTRACTOR's certification is a material representation of fact relied upon by the CLIENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to The State of North Carolina, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.
7. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**
 - a. The CONTRACTOR certifies to the CLIENT that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is provided as an addendum to this Agreement.*
 - b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the CLIENT.

8. **Procurement of Recovered Materials.** As required by federal program legislation, CONTRACTOR agrees to the following:
 - a. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. meeting contract performance requirements; or
 - iii. at a reasonable price.
 - b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
9. **DHS Seals, Logos, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. **Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR acknowledges that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. **No Obligation by Federal Government.** "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.
12. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.