

REQUEST FOR PROPOSALS

GRANVILLE COUNTY, NORTH CAROLINA



FIRE SERVICE NEEDS COMMITTEE

Service Requested: Fire, Ambulance, and Rescue Service District(s) Consulting Service(s)

Agency Contact: Michael Felts
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Date: July 23, 2021

COUNTY OF GRANVILLE, NORTH CAROLINA

2021

FIRE, AMBULANCE AND RESCUE SERVICE DISTRICT(S) CONSULTING SERVICES FOR GRANVILLE COUNTY, NC

BACKGROUND/PROJECT UNDERSTANDING

Granville County is requesting consulting services to assist in the development and implementation of a service district or service districts for fire protection, ambulance, and rescue service for Granville County consistent with North Carolina State Statutes.

A proposed scope of services is attached for reference. Granville County encourages proposals from minority businesses by providing certified minorities an equal opportunity to participate in all aspects of the proposal process. Granville County reserves the right to reject any or all proposals and to waive informalities.

1. PROPOSALS - GENERAL CONDITIONS

- 1.1 Proposals for professional consulting services includes services to assist in the development and implementation of a service district or service districts for fire protection, ambulance, and rescue service for Granville County consistent with North Carolina State Statutes. Proposals will be accepted through 1 p.m. on Friday, August 20, 2021. **NO PROPOSALS WILL BE ACCEPTED AFTER 1 P.M.**
- 1.2 Proposals may be mailed to the office of the Granville County Manager, P.O. Box 906, Oxford, NC 27565, or may be delivered in person to 104 Belle Street, Oxford, North Carolina 27565. Faxed copies will not be accepted. Mark all envelopes containing proposals as "Proposal for Fire, Ambulance, and Rescue District(s) Consulting Services." If a vendor does not want to submit a proposal but desires to acknowledge the receipt of the RFP, the reply envelope shall be marked "No Proposal".
- 1.3 GOVERNING LAW AND FORUM. Submission of a proposal shall constitute acknowledgment and agreement by the bidder that the laws of North Carolina govern the bidding process and any contract awarded pursuant to a proposal/bid. Any litigation in which Granville County is a party pertaining to a proposal/bid, or any litigation to enforce or interpret the terms of a contract awarded pursuant to a proposal/bid, must be brought in the General Court of Justice of Granville County, which shall have exclusive venue and jurisdiction.

- 1.4 Granville County encourages proposals from minority businesses by providing certified minorities an equal opportunity to participate in all aspects of the procurement process.
- 1.5 TRADE SECRETS: This RFP and all responses are considered public information, except for trade secrets specifically identified, which will be handled according to state statutes or other laws. Any information that contains trade secrets shall be communicated to Granville County by the bidder. Any page of the bidder's proposal that is deemed to be a trade secret by the bidder shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters.
- 1.6 FAMILIARITY WITH WORK AND CONDITIONS: Before preparing proposals/bids, bidders are urged to inform and familiarize themselves with all conditions involved and under which the work is to be performed.
- 1.9 FAMILIARITY WITH LAWS, ETC.: The bidder is assumed to have made himself familiar with all federal, state, and local laws, ordinances and regulations which may in any manner affect those engaged or employed in the work or the materials or equipment in or upon the work, or in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of the ignorance thereof. If the bidder or contractor shall discover any provisions in the specifications or contract which are contrary to or inconsistent with any such law, ordinance, or regulation, the bidder shall forthwith report it to the County's Designated Representative (as designated below) in writing.
- 1.10 INTERPRETATION OF SPECIFICATIONS: If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other contract documents, the bidder may submit to the Granville County Manager a written request for an interpretation thereof. The person submitting such request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The County Manager will not be responsible for any other explanations or interpretations of the proposed document. The bidder shall acknowledge receipt of all addenda in the proposal submitted.
- 1.11 Granville County reserves the right to evaluate all proposals and to grant an agreement as determined to be in the best interest of Granville County. The County also reserves the unqualified right to reject any and all proposals if it is in the best interest of the County to do so. Incomplete proposals are subject to rejection.
- 1.12 Bidders should understand that in certain cases a bidder may not be technically qualified, and a proposal may be rejected even though it proposes the lowest fee.
- 1.13 Standards for Award and Granting of Agreement: An agreement will be granted by the Granville County Board of Commissioners to the bidder who in the judgment of the Board will provide the best and most efficient service to the citizens of the County and

to the County. The Board of Commissioners shall consider information on proposals received and granting an agreement at a regular meeting of the Board of Commissioners on or before October 18, 2021.

- 1.14 The acceptance of these terms and conditions by the bidder is held to be a mutual agreement as to each and every clause of this RFP and the terms hereof. The bidder certifies that the proposal submitted is not the result of or affected by any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable by any law of the State of North Carolina. The bidder also certifies that the proposal submitted is without any connections with any other person or persons connected in any official capacity with Granville County, and that no person or persons acting in such capacity are directly or indirectly interested herein or in any of the profit arising or anticipated from this transaction.
- 1.15 It is understood and agreed that the information set forth in the advertisement, this RFP and addenda thereto, instructions to bidders, terms and conditions, specifications, documents related to the granting of the agreement, together with the proposal submitted by the bidder, shall form a part of and be construed as the contract for the agreement to be granted under the same.
- 1.16 **DISQUALIFICATION OF BIDDERS:** Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder and the rejection of its bid.
 - (a) Evidence of collusion among bidders.
 - (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
 - (c) Lack of responsibility as shown by past work.
 - (d) Default on previous contracts or franchise agreements for failure to perform or any other reason.
- 1.17 **BASIS OF THE PROPOSAL:** Proposals with respect to prices submitted for consulting or other charges solicited on the basis of rates for each type of requested work will be reviewed by the Fire Needs Sub-Committee, county staff and attorney. Proposals will be compared on the basis of the summation of the rate(s) proposed. Interviews may also be conducted with selected companies. An agreement will not be awarded on the basis of rates alone but shall take into account any other factors described herein.
- 1.18 **METHOD OF AWARD:** The County reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineation of the Agreement Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring)

rejection by the County. The County intends that the Agreement shall be awarded within ninety (90) days following the due date of the Proposals.

1.19 DEFINITIONS: Whenever in these specifications, contract, and/or other documents the following terms are used, the intent and meaning shall be interpreted as follows:

APPLICATION: The prepared forms and information that the bidder is to submit or has submitted for the contemplated work. The terms "bid" and "proposal" and "application" shall be considered the same.

BID: The prepared forms and information that the bidder is to submit or has submitted for the contemplated work. The terms "bid" and "proposal" and "application" shall be considered the same.

BIDDER: Any individual, firm, corporation, partnership, or limited liability company submitting a bid for proposal of the work contemplated.

CONFLICTING TERMS: Where any item in the General Conditions conflicts with or is inconsistent with an item contained elsewhere in the contract documents, the item set forth elsewhere in the contract documents shall control.

CONTRACT: The contract or "Agreement" shall include the bidder's proposal, advertisement for bids, this RFP and addenda thereto, instructions to bidders, terms and conditions, specifications, insurance certificates, and all other documents related to the granting of the Agreement.

It is understood that all items and sections herein contained are hereby made a part of the Specifications and Contract and are to be considered one instrument. The intent is to make them explanatory one of the other. No papers attached to or bound with any of the above shall be detached there from, as all are necessary parts thereof.

The sub-headings in these specifications are intended for convenience of reference only, and shall not be considered as having any bearing on the interpretations thereof.

CONTRACTOR: Any individual, firm or corporation to whom an Agreement contract as described hereunder is granted by the Granville County Board of Commissioners.

COUNTY'S DESIGNATED REPRESENTATIVE: The County's Designated Representative shall be the County Manager. Currently, the County's Designated Representative is Michael Felts, P.O. Box 906, Oxford, NC 27565, (919) 693-5240 with e-mail: Michael.felts@granvillecounty.org.

PROPOSAL: The prepared forms and information that the bidder is to submit or has submitted for the contemplated work. The terms "bid" and "proposal" and "application" shall be considered the same.

SCOPE OF SERVICES: The directions, requirements, and provisions herein contained in this RFP and addenda thereto, relating to the method and manner of performing the work, or the quantity and quality of material to be furnished, or the results to be obtained under the contract.

SUBCONTRACTOR: Any individual, firm or corporation with whom a contractor, with the written consent of the Granville County Board of Commissioners, sublets, assigns, or otherwise disposes of any part of the work covered by the contract.

2. CONTRACT WORK - GENERAL CONDITIONS

- 2.1. EXECUTION OF CONTRACT AND AGREEMENT: The successful bidder shall execute a contract within twenty (20) days following the granting of the contract. The contract will be furnished by and in the form prescribed by Granville County. Granville County reserves the right to reject any and all bids until the time the contractor executes and returns to the County the contract.
- 2.2. SCOPE: The work to be performed under these specifications is to cover the completed work called for herein. The contractor shall furnish all vehicles, machinery, tools, equipment, materials, and labor necessary to complete the work.
- 2.3. OBSERVANCE OF LAWS: The company shall at all times observe and comply with all federal, state and local laws, ordinances, regulations, and all such decrees as exist at present or may be enacted during the contract term, by bodies or tribunals having any jurisdiction or authority over the work, in any manner affecting the conduct of the work. No plea of misunderstanding will be considered on account of the contractor's ignorance thereof.
- 2.4. PERMITS AND LICENSES: The company shall procure all permits and licenses, pay all charges and fees, and give all notices necessary, for the due and lawful prosecution of the work unless otherwise noted in the specification or plans herein.
- 2.5. NOTICE AND SERVICE THEREOF: All notices to the company shall be in writing and shall be signed by an authorized representative of the County. Such notices can be delivered in person to the official representative of the company or mailed to the company's official address. Such delivery in person or by mail shall constitute service of the notice.
- 2.6. ASSIGNMENTS: The company shall not sublease, subcontract, convey, assign, or otherwise transfer the whole or any part of this contract or Agreement without written approval and consent of the Granville County Board of Commissioners, which approval and consent may be withheld by said Board for any reason.
- 2.7. PUBLIC CONVENIENCE AND SAFETY: The company at all times shall conduct the work in such a manner as to insure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public shall be satisfactorily provided for. The company shall, at its own risk and expense, protect buildings, bridges, fences, walls, property

monuments, pipes and other structures and objects legally existing adjacent to the work being performed; and in the event of any injury to such public or private property by reason of, or consequent upon any act, omission, neglect or misconduct in the execution of the work provided for herein, the contractor shall, at its own cost and expense make all such repairs as may be necessary to restore such property to its former condition.

2.8. INDEMNIFICATION OF THE COUNTY: The company will indemnify and save harmless the County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of any act or omission of the company, its officers, agents, servants and employees in performance of or failing to perform the work and service contemplated or provided for under the contract.

2.9. INSURANCE: The company shall be required to procure and maintain, at its sole cost and expense, insurance as follows:

2.9.1. Workers compensation coverage at the statutory limits in compliance with applicable state and federal laws. Company shall ensure that any subcontractors also have workers compensation coverage at the statutory limits. Employer's liability with minimum limits of \$500,000 each accident/\$500,000 disease each employee/\$500,000 disease policy limit.

2.9.2. Comprehensive general liability covering all operations performed by the company by any subcontractor with minimum limit of \$1,000,000 per occurrence with a \$2,000,000 aggregate. Company shall also provide a minimum umbrella limit of \$2,000,000 per occurrence.

2.9.3. Automobile Liability insurance covering all owned, non-owned, and hired vehicles, with a combined single limit per occurrence of \$1,000,000 and a minimum umbrella limit of \$5,000,000 per occurrence.

2.9.4. The company shall provide the County with certificates of insurance evidencing the above amounts. All liability certificates shall name Granville County as an additional insured.

2.11. EQUAL EMPLOYMENT OPPORTUNITY ASSURANCE: Granville County is firmly committed to a policy of non-discrimination in employment and to a program of achieving total equality of opportunity for all applicants and employees. All applicants are recruited and employed without regard to race, creed, color, national origin, religion, political affiliation, marital status or physical condition, sex or age (except where physical condition, sex or ages are legitimate occupation qualifications), or any other non-merit factor. County employees are treated equitably without regard to these non-merit factors throughout their employment.

2.12. **NONDISCRIMINATION IN EMPLOYMENT:** During the term of the Agreement, the company agrees as follows: The company will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, ancestry, handicap, or veteran status.

2.13. **DRUG-FREE WORKPLACE:** The Granville County Board of Commissioners requires all vendors or contractors providing supplies and/or service to the Granville County to maintain a drug-free workplace. Companies that provide supplies and/or services to the County shall certify that they have implemented effective policies and procedures to maintain a drug-free workplace. Upon request, the contractor shall provide documentation to support this certification.

2.14. **FAILURE TO COMPLY WITH CONDITIONS OF AGREEMENT AND FORFEITURE:** Failure to comply with the terms and conditions of this contract and any Agreement granted hereunder make the contract and Agreement subject to termination. A contractor may forfeit the agreement through express written waiver, nonuse, abandonment, or other default as found by the Granville County Board of Commissioners.

2.15. COMPLIANCE WITH LAW

The Company shall conduct operations under this agreement in compliance with all applicable laws, rules, ordinances, and permit requirements; provided, however, that the General Specifications shall govern the obligations of the Franchise.

2.16. NONDISCRIMINATION

The Company shall not discriminate against any person because of race, color, creed, national origin, sex, age, ancestry, handicap or veteran status.

2.17. INDEMNITY

The Company will indemnify and save harmless the County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the Company, its officers, agents, servants and employees in performance or failing to perform the work and service contemplated or provided for under the agreement/contract; provided, however, that the Company shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this agreement/contract or a willful or negligent act of omission of the County, its officers, agents, servants, and employees.

2.18. LICENSES AND TAXES

The Company shall obtain all licenses and permits (other than the license and permit granted by the agreement/contract) and promptly pay all taxes required by the County and by the State.

2.19 TERM

The initial term of this agreement/contract will be for a not to exceed one year and ending on or before June 30, 2022.

3. SCOPE OF SERVICES

See Exhibit "A"

EXHIBIT "A"

GRANVILLE COUNTY GENERALIZED CONCEPTUAL SCOPE OF SERVICES:

- 1) Communication with Stakeholders and Elected Officials:
 - a. Hold one stakeholder session on site, in person at the onset of the project.
 - b. Hold one stakeholder session on site, in person at the completion of the project.
 - c. Conduct one interactive municipal stakeholder educational session regarding North Carolina's statutes related to service districts and municipal participation in service districts.
 - d. Present findings of the project on site, in person to the County Board of Commissioners and County staff.
 - e. Maintain communication with identified personnel throughout the project.
 - f. Consultant will hold two ½ day strategic planning workshops with the Sub-Committee following the submission of the final report to the Board of Commissioners to assist with incorporating the findings into the County's 5-Year Fire Services Strategic Plan.

- 2) GIS Analysis:
 - a. Establish geographic response areas that reflect a closest station response area from current fire stations and EMS stations.
 - b. Identify areas of overlap in coverage utilizing the ISO and NFPA 1720 travel time standard.
 - c. Create ISO/NCOSFM travel distance maps with fire districts and fire stations.
 - d. Based upon data available from the County's computer aided dispatch (CAD) system, establish a first unit arrival standard of coverage and compare that SOC to the NFPA 1720 standard for first unit arrival with available information
 - e. Create maps depicting gaps and overlaps between stations.
 - f. Determine the overall system demand coverage percentage and depict those values visually.
 - g. With data provided by the County, establish estimated travel times of identified volunteers to the assigned station to project full complement arrival at structure fire incidents.
 - h. Conduct a workload analysis with data provided by the County for the following components for each of the fourteen (14) individual contracting fire departments:
 - i. Workload history by year and type trends.
 - ii. Workload by month and type trend analysis.
 - iii. Workload by day of week and type trend analysis.
 - iv. Workload by hour and type trends.
 - v. Response time performance by call type.
 - vi. Response time performance by hour of day compared to workload by hour.
 - i. Conduct future deployment analysis for population projections at 5 years.
 - j. Conduct fire service workload projections at 5 years.
 - k. Conduct an analysis of fire station locations additions, deletions, or relocations based on analysis of population, risk and demand coverage against modeled travel time and analyze any additional units that would be recommended, if needed.

3) Financial Analysis:

- a. Review available financial records of each contracting fire department to determine the following key elements over the most recent three fiscal year period:
 - i. Outputs:
 1. Current annual capital funding/debt service obligations.
 2. Current total annual operating costs.
- b. Total dollars/percentage designated to personnel and benefits.
 - i. Inputs:
 1. Municipal funding.
 2. Fundraising.
 3. Grants and other identified funding sources.
 - ii. Fund Balance:
 1. Designated and undesignated amounts.
- c. Identify grant/matching funds restrictions per Federal/State regulations which limit VFD funding capabilities based on existing fund balances.
- d. VFD staffing analysis, determining staffing by VFDs based on workload analysis.
 - i. Identify any Dept. of Labor or State mandated requirements for staffing related to pay and fire station requirements should staff be assigned to a station.

4) Capital Assets:

- a. Develop a listing of real property assets owned by contracting fire departments with approximate valuation.
- b. Develop a listing of large fire apparatus owned by contracting fire departments and associated valuation of each piece of apparatus.
- c. Develop a general inventory of high value loose equipment such as radios, self-contained breathing equipment, extrication equipment, etc.
- d. Construct a projected capital replacement plan for capital assets based upon industry best practice in North Carolina with projections for life expectancy for both real property and apparatus.
- e. Project capital replacement costs in the next five (5) fiscal years beginning with FY 22-23 through FY 27-28.

5) Municipal Modeling:

- a. For fire departments that serve both a municipality and unincorporated area, construct a basic comparison model that indicates the following comparison information as provided by the County and other credible sources:
 - i. Population.
 - ii. Rooftop square footage.
 - iii. 9-1-1 dispatches.
 - iv. Square mileage.
 - v. Property valuation.
- b. From the above data, construct a viable conceptual cost-share city-county model for each fire department that serves both a municipality and an unincorporated area.
- c. Develop a template for each municipality in Granville County that could be presented to the municipality for consideration for participation in a unified fire protection service district.

- 6) Governance Structure:
 - a. Conduct an analysis and develop recommendations on the most appropriate governance structure for a service district model for Granville County based upon the actual experience of other actual experienced models within North Carolina. This recommendation should include the following:
 - i. Setting the tax rate range of the service district(s).
 - ii. Ownership interest in capital assets.
 - iii. Baseline funding amounts.
 - iv. Other aspects of essential service delivery.

- 7) Service Contract Development:
 - a. Under a unified service district model, present a best practice service district model contract/agreement between Granville County Government and contracting private non-profit corporation fire departments and/or municipalities for Granville County to consider that is in alignment with other actual experienced models within North Carolina. This document should be customized to meet the specific needs of Granville County and the contractor is expected to provide a product that addresses most of the essential needs.

- 8) North Carolina General Statute Presentation Plan:
 - a. Develop a written plan and findings that provides the essential elements that the Board of Commissioners must consider as specifically outlined in North Carolina General Statutes for Granville County to present to the public and will consider for adoption of a service district(s) plan.

- 9) Future Considerations:
 - a. Develop future next step considerations that Granville County should consider in relation to the service district implementation related to North Carolina best practice to best advance the service delivery system(s).

- 10) Final Presentation:
 - a. Present findings of the project and recommendations to the Granville County Board of Commissioners at a public meeting.
 - b. Provide two hard copies of the final project report to Granville County.
 - c. Provide an electronic version of the final report.

EXHIBIT "B"

**PROPOSAL
FOR**

FIRE, AMBULANCE, AND RESCUE SERVICE DISTRICT(S) CONSULTING SERVICES

Bidder Information and Cost Proposal Form

BIDDER INFORMATION:

Name of Firm Submitting Proposal: _____

Web Site Address of Firm, If Applicable: _____

Firm's Street Address, City, Zip Code: _____

Firm's Mailing Address, City, Zip Code: _____

Type of Organization:

- Individual
- Partnership
- Corporation*
- Limited Liability Company*

Check if Applicable: Certified Minority Business

Name of Official Contact Person: _____

Telephone Number for Contact Person: _____

Fax Number for Contact Person: _____

Email Address for Contact Person: _____

***If the organization is a limited liability entity which has filed organizational documents with any governmental agency, attach a copy of such organizational documents and a copy of a certificate of existence or good standing as applicable.**

TO: **The County of Granville, North Carolina**

Proposal For: *Fire, Ambulance, and Rescue Service District(S) Consulting Services*

The undersigned having carefully read and considered the terms and conditions of the Agreement/Contract Documents for ***FIRE, AMBULANCE, AND RESCUE SERVICE DISTRICT(S) CONSULTING SERVICES*** for the County of Granville, North Carolina, does hereby offer to perform such services on behalf of the County, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Agreement/Contract Documents at the rates (expressed in figures) hereinafter set forth:

SCOPE OF SERVICES

- I. **Communication with Stakeholders and Elected Officials** \$ _____
- II. **GIS Analysis** \$ _____
- III. **Financial Analysis** \$ _____
- IV. **Capital Assets** \$ _____
- V. **Municipal Modeling** \$ _____
- VI. **Governance Structure** \$ _____
- VII. **Service Contract Development** \$ _____
- VIII. **North Carolina General Statute Presentation Plan** \$ _____
- IX. **Future Considerations** \$ _____
- X. **Final Presentation** \$ _____

Authorized Signature

(City) (County) (State) (Zip)

Telephone: _____

-Granville County reserves the right to reject any and all Proposals-