



Vance County Fire Services Study Request for Proposals

Subject: Request for Proposal (RFP) - Fire Services Study for Vance County

We are pleased to invite you to submit a proposal for conducting a Fire Services Study for Vance County. The purpose of this study is to comprehensively assess the fire services provided in Vance County, identify areas for improvement, and develop recommendations for enhancing the efficiency and effectiveness of emergency response.

1. Project Overview: The study aims to evaluate the existing fire services in Vance County, including but not limited to fire departments and other relevant agencies. The primary objectives of the study are as follows:
 - a. Assess the current emergency response capabilities in Vance County.
 - b. Identify strengths and weaknesses in the emergency services system.
 - c. Evaluate the adequacy of resources, equipment, and personnel.
 - d. Analyze response times, service coverage and redistricting.
 - e. Review protocols, procedures, and coordination among agencies.
 - f. Identify potential gaps and areas for improvement.
 - g. Develop recommendations for enhancing emergency services in unincorporated areas.

2. Scope of Work: The scope of work for the Fire Services Study should include, but not be limited to, the following activities:
 - a. Reviewing relevant documentation, including existing emergency plans, protocols, and operational guidelines.
 - b. Conducting interviews and meetings with key stakeholders, including emergency services personnel, non-profit department Chiefs and Vance County Fire Association representatives, local government officials, and community representatives.
 - c. Assessing the current infrastructure, equipment, and technology used in emergency services.
 - d. Analyzing response time data and evaluating the effectiveness of emergency dispatch systems. County is interested in increasing from a three to four department response. Also include an evaluation of current fire service response districts.
 - e. Reviewing training and certification programs for emergency services personnel.

- f. Benchmarking against best practices and standards in emergency services.
 - g. Developing a comprehensive report outlining findings, recommendations, and an implementation plan.
3. Proposal Submission: Interested parties are requested to submit a proposal that includes the following information:
 - a. Overview of your organization, including relevant experience and qualifications in conducting similar studies, including counties within North Carolina.
 - b. Approach and methodology for conducting the Fire Services Study.
 - c. Proposed timeline with key milestones and deliverables.
 - d. Team composition, including the qualifications and experience of key personnel.
 - e. Detailed budget breakdown, including all costs associated with the study.
 - f. Relevant references or testimonials from previous clients.
 - g. Any additional information that would support your proposal.
4. Proposal Timeline: The following is the proposed timeline for the RFP process:
 - a. RFP Release Date: June 16, 2023
 - b. Deadline for Submission of Proposals: June 30, 2023
 - c. Proposal Evaluation Period: July 7, 2023
 - d. Contract Award and Notification: July 11, 2023
 - e. Project Commencement: July 17, 2023
5. Evaluation Criteria: The proposals will be evaluated based on the following criteria:
 - a. Experience and qualifications of the organization in conducting similar studies.
 - b. Clarity and appropriateness of the proposed approach and methodology.
 - c. Feasibility and comprehensiveness of the proposed timeline.
 - d. Qualifications and experience of key personnel.
 - e. Reasonableness of the proposed budget.
 - f. Demonstrated understanding of the project requirements.
 - g. Past performance and client references.
6. Certification: The Proposer hereby certifies that it has carefully examined this Request for Proposal and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

7. Conflict of Interest: By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Vance County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.
8. Assignment: No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.
9. Indemnification: The Consultant will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Consultant, its sub-consultants, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Consultant prompt, written notice of any such claim or suit. The County shall cooperate with Consultant in its defense or settlement of such claim or suit. This section sets forth the full extent of the Consultant's general indemnification of the County from liabilities that are in any way related to Consultant's performance under this Agreement.
10. Independent Contractor: It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by this contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
11. Payment: Payment for the services rendered pursuant to the Agreement resulting from this RFP shall be made in amounts and at times set forth in the Agreement and shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the County. Prior to payment, the Consultant must submit an original dated itemized invoice of services rendered. (Photographs or

facsimiles of invoices will not be accepted.) Any reimbursement for expenses as allowed in the Agreement that are included in the invoice(s) must be supported with attached original billings for such expenses.

12. **Governing Law:** This RFP and any contract resulting therefrom shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract be in conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

13. **Confidential Information/Public Records Law:**

INFORMATION SUBMITTED IN RESPONSE TO REQUESTS FOR BIDS, PROPOSALS, AND OTHER PROCUREMENT METHODS SUBJECT TO PUBLIC RECORDS LAW

Vance County is subject to North Carolina's Public Records Act located in Chapter 132 of the North Carolina General Statutes. As a result, information submitted to and received by Vance County in response to a Request for Proposal/Request For Bid/Request For Quote/Request for Qualifications, or any other procurement method (collectively "Procurement Process"), is considered public record and may be released for public inspection after the contract award, or as otherwise permitted under NCGS § 143, without further notice to the proposer. The County does not intend to elicit confidential or trade secret information in response to a Procurement Process and assumes no responsibility for the submission of such information. Vance County reserves the right to share any information submitted in response to a Procurement Process with any person(s) or firm(s) involved in the review and evaluation phase of the Procurement Process.

CONFIDENTIAL OR TRADE SECRET INFORMATION

If a proposer nonetheless submits information in a bid proposal or other response to a Procurement Process and it considers such information to be confidential, then all four requirements of NCGS 132-1.2 "Confidential Information" must be met for the County to consider withholding the information from public inspection in response to a public records request. Among other legal requirements, information deemed to be "confidential" or "trade secret" by proposer must be clearly marked as such on the face of the document(s) at the time of the initial disclosure/submittal of RFP. In addition, although not required by law, Vance County requests that any proposer who submits a proposal or response containing any such designation of confidentiality also submit a second copy of the proposal or response with the respective page(s) or section(s) redacted. The County will not agree to withhold an entire proposal or response from public inspection, thus proposers should refrain from including blanket restrictions on disclosure or all-encompassing claims of confidentiality.

When a public records request is made for information contained in or attached to a proposal or response that has been clearly marked as "trade secret" or "confidential"

upon its submission, Vance County may, in its discretion and without further notice, release the redacted copy of the proposal or response to the requester if one has been previously submitted. Otherwise, the proposer will be notified of the request and given an opportunity to provide within a reasonable period a written explanation of the basis for claiming protection under N.C.G.S. 66-152 and N.C.G.S. 132-1 and/or a redacted proposal or response. The County shall make the final determination on release of the information. Should any civil action be brought against the County in an effort to compel or prevent the disclosure of information contained in a proposal or response that is deemed confidential by a proposer, the proposer may participate at its own expense; and by deeming any information in a proposal or response confidential, proposer further agrees to indemnify and hold harmless the County for and against any costs incurred by the County as a result of such litigation, including but not limited to fees or expenses arising out of N.C.G.S. 66-153 and N.C.G.S. 132-9.

14. Compliance with Laws and Regulations: Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Vance County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

15. Acceptance: Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

16. Additional Services: The County reserves the right to negotiate additional services with the Vendor at any time after initial contract award.

17. Iran Divestment Act: By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List

created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.

In addition: Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

We look forward to receiving your proposal by 5:00pm on June 30, 2023. If you have any questions or require further clarification, please contact staff as listed below.

Please send responses and any questions to:

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or

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