



Cherokee County Board of Commissioners
Purchasing Department
1130 Bluffs Parkway, Canton, GA 30114
Phone: (678) 493-6000
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REQUEST FOR PROPOSALS

RFP# 2024-028

Post Incident Victim Assistance / On Call Service Program

THE PROJECT: The Cherokee County Board of Commissioners Purchasing Department (County) is sealed requesting requests for **proposals** in support of developing a Post Incident Victim Assistance (PIVA) On Call Service Program, meeting the specifications and as described herein.

There **will not** be a mandatory meeting to review the requirements.

All times in the solicitation are local times to Cherokee County, Georgia in the Eastern Time Zone.

This Request for Opportunity Description is one of two documents making up this solicitation. The second document is Cherokee County Standard Solicitation Terms and Conditions, which contains all the standard forms potentially required to accompany a submission. Both of these documents together constitute the entire solicitation at the time of issuance.

The County reserves the right to reject any or all bids/proposals, to waive technicalities and to make a selection and final award as deemed to be in the best interest of the County, including using any form of contract it deems most advantageous to the County.

SCHEDULE:

Issued	April 1, 2024
Questions Due	April 15, 2024, by 4:00 PM
Answers Due	April 19, 2024
Bids/Proposals Due	May 1, 2024, at 10:00 AM
Anticipated Award Date	June 4, 2024

THE EXPECTED PERIOD OF PERFORMANCE:

The base period of performance is broken down into two areas; Physical Delivery of Product(s) and Service Delivery. This is a function of the Statement of Work (SOW) and/or specification and reflects if there is physical item or items to be delivered and / or delivery of services. An X in the box corresponding to item 1 below, Physical Delivery indicates a physical item or items are to be delivered and an X in the 2. Delivery of Services indicates that Services are to be performed. Either or both may apply to the work contemplated by this solicitation.

Additionally, should there be an X in the box corresponding item 3. Option Grant, then the County requests the right to extend the period of performance beyond the Base Rate as specified.

1. NO PHYSICAL ITEMS/GOODS PHYSICAL DELIVERY OF ITEMS/GOODS REQUIRED:

For Physical Delivery solicitations, the period of performance for an award shall begin with either the placement of Purchase Order or the date indicated on the Agreement. All items to be delivered are to be FOB Cherokee County at the address indicated in the solicitation. Performance shall be complete upon final acceptance by the County. Time is of the essence for the delivery of each item specified. Warranty requested as below:

Warranty Term Requested: _____

2. NO SERVICES REQUIRED PERFORMANCE OF SERVICES:

For Performance of Services solicitations, the period of performance shall begin with the placement of either a Purchase Order or the date of the Agreement unless the Agreement, the SOW or the Solicitation Terms indicate that performance shall begin upon the issuance of a Notice to Proceed (NTP), in which case the NTP would represent the beginning of performance. Term of services requested are as below:

Services Term:

- One Year
 Two Years
 Three Years
 Five Years

3. OPTION GRANT:

This solicitation contains requested options; please see Statement of Work for details.

SUBMITTAL INSTRUCTIONS:

Interested Bidders/Proposers should carefully review the requirements defined herein and provide complete and accurate submissions that should include the following items (**only items indicated with an “X” in the corresponding boxes are required for this solicitation**):

- Information and Addenda Acknowledgement Form (Appendix A)
- Non-Influence and Non-Collusion Affidavit (Appendix B)
- E-Verify Affidavit (Appendix C)
- References* (Appendix D)
- Acceptance of County' Standard Agreement**, as below: (Appendix E)
 - Professional Services Agreement (Sample provided)
 - Construction Services Agreement (Sample Provided)
 - Architectural & Engineering Services Agreement (Sample Provided)
 - Other:
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions (Appendix F)
- Contractor's License Certification (Appendix G)
- Bonds Requirements **if the price bid > \$100K**
 - Ability to Provide Performance, Labor & Matl. Payment Bond (Appendix H)
 - Bid Bond (See Appendix I)
- Evidence of/ability to provide Insurance at the limits identified herein,***
- Certifications, Licenses or Registrations as required by law and/or as requested
- Pricing on Proposer's Company Letterhead
- Pricing on included pricing sheet / bid form
- Contractor's Qualifications Statement (Appendix J)
- Added Terms to Construction Service Agreement (Attachment)
- ARPA Terms, Conditions, Certifications & Representations (Attachment)
- Substitutions Proposed: See Instructions Standard Solicitation Terms****, Item 9
- Any other requirements as requested under the scope of work

Notes:

*The County reserves the right to contact not only those references provided, but may also use previous performance for the County, other contacts it identifies and other sources of information believed to be viable to evaluate capability, viability and performance.

**If Acceptance of County's Standard Agreement is checked, all work/items defined herein are to be quoted according to these requirements. Copies of these agreements can be located at the County's Procurement web page.

***Insurance levels requested are those identified in the County's Standard Agreement, section "I."

****Standard Solicitation Terms Refer to Cherokee County Standard Solicitation Terms and Conditions

EVALUATION CRITERIA:

Bids/Proposals that contain options or additive work above and beyond the base bid will be evaluated financially according to the criteria described in the solicitation. However, should the use of options or additive work proposed exceed the County budget, the County retains its rights to address such situations as described in its Standard Terms For Bid and Proposal Solicitation as well as the right to award based on the base bid only or the base bid plus quoted additive work that is within its budget.

Bids determined to be Responsive and Responsible will be ranked based Bid Form Criteria.

OR

Proposals determined to be Responsive and Responsible will be evaluated on the following criteria:

0%	Price
100%	Technical (see below)
100%	TOTAL

CRITERIA FOR EVALUATING SUBMITTALS**100% Technical**

Please submit a proposal package demonstrating company's qualifications, experience, key staff, ability to respond 24/7/365, company's approach to working with victims/structures, approach to securing structure, assisting families, etc. Additionally, provide any other services that your company provides that would be beneficial to the evaluation of this RFP.

1. Adequately satisfy the County's requirements for contractor's qualifications and expertise in executing PIVA services outlined in this document.
2. Ability to meet desired timelines.
3. Provide insurance, indemnity and hold harmless.
4. Minimum of 5 years' experience providing PIVA services or equivalent services.
5. Provide a minimum of five (5) references.
6. Ability to attend mandatory training – date TBD.
7. Any other services offered that would be beneficial to the PIVA program.

References may be contacted should the evaluation team deem them necessary.

Proposals will be scored on the above evaluation criteria. Failure to provide information necessary to evaluate proposal, may result in a lower scoring proposal.

The County reserves the right to reject the bid of any vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or who upon investigation shows is not in a position to perform the contract.

HOW AND WHERE TO SUBMIT BIDS AND PROPOSALS:

The County has two methods for receiving bids and proposals that are mutually exclusive; either electronically or by physical receipt. The box with the "X" below indicates how and where bids or proposals are to be submitted. The County will NOT accept proposals by fax, or e-mail unless authorized, in writing, by the Procurement Director. The solicitation submission deadline will be strictly enforced; no late bids/proposals will be accepted for any reason, please plan accordingly.

A. Electronic Submissions Only:

Bids and Proposals are to be submitted electronically ONLY to BidNet Direct. Physical copies are not to be submitted unless approved in advance by the Purchasing Director.

Proposals and all requested documentation to be provided electronically should in the Adobe Portable Document Format (PDF) as ONE file unless otherwise indicated in these solicitation instructions. Documents provided in response to this solicitation are to be named according to the following naming convention:

- a. [Solicitation Number]_[Vendor Name]_[Document Type]
Example: "2017-111_ABC Company_Proposal"

QUESTIONS/ADDENDA:

Only written inquiries will be permitted during the solicitation period. **Questions are to be submitted via BidNet Direct** for this solicitation no later than the date and time indicated in the Schedule, as may be amended. Answers will be posted via formal Addendum and only released as part of the solicitation documents on BidNet Direct. All interested parties are instructed to monitor BidNet Direct on a regular basis throughout the solicitation period. The final date for posting of Addenda is per the Schedule, as may be amended.

STATEMENT OF WORK AND / OR SPECIFICATION LOCATED ON THE NEXT PAGE

STATEMENT OF WORK AND / OR SPECIFICATION:

Post Incident Victim Assistance (PIVA) services will be considered services utilized to assist victims recover from acute unforeseen events at their home or business that have a (potential negative) impact on their health, security, comfort, and general “well-being”. The contractor shall provide, or otherwise ensure, these services for a *minimum* of 48 hours after the termination of the incident (as determined by official 911 records). In general, it is the purpose of this RFP for the County to establish contracts with three (3) contractors, to be placed on a rotation list, to provide victim assistance and board up services at no cost to the County or citizen. These services are *generally* required in two categories:

1. Victims

People and/or property owner(s) that have been displaced or otherwise are unable to remain at their place of residence due to conditions of the building, as determined by the “Incident Commander” (IC). People and or property owner(s) whose home/structure has been damaged and is no longer able to be safely occupied or properly secured.

- a. Services shall be provided for all victims, regardless of their ability to pay. The contractor accepts that these services will result in an expense that *may* not be recovered.
- b. Provide food, at least three meals a day, for all victims.
- c. Provide shelter and temporary housing.
- d. Provide weather appropriate clothing.
- e. Provide essential toiletries and supplies for victims to properly clean and groom themselves.
- f. Provide *any* other services not listed to accommodate the victims recovery from the incident, such as pharmacy items, personal items not listed, specialized food, etc.
- g. Other assistance may be available to the victim(s) but is not guaranteed.

2. Structure

Structures damaged by fire, explosion, vehicle accident, weather/natural disaster, criminal acts, or other causes as determined by the IC, Fire Chief, or other official designee.

- a. Secure the property and building, as much as possible, to restrict “unauthorized” access.
- b. As much as possible, cover and secure all exterior openings, including those made during emergency operations, to prevent access or additional damage due to weather.
- c. Ensure measures are taken to prevent additional damage due to weather, such as freezing temperatures and rain.
- d. Work on the structure may not begin until authorization is obtained from the IC, fire investigator, and property owner/occupant.
- e. Fire Investigations and/or the IC may direct special instructions to accommodate or at least not “contaminate” an ongoing investigation on the incident.

NOTE: Any of these services outlined above may be refused, at any time, by the victim or property owner. Cherokee County Fire and Emergency Services and the City of Woodstock Fire and Emergency Services will make no referrals or recommendations for these services. There is also no implied obligation made to the victims and property owner's encouraging them to utilize these services. These services are offered on a rotation basis and are entirely voluntary for the victims and owners.

CONTRACTOR GUIDELINES

1. Licensed to conduct business in Cherokee County.
2. Provide all services at no cost to Cherokee County and/or City of Woodstock.
3. Provide these services "around the clock".
 - a. Available 24 hours a day.
 - b. Accept the "assignment" within 15 minutes of being notified.
 - i. Answering services will not be considered as proper notification. Someone from the contractor's business must call the 911 center or the IC.
 - ii. The 15 minutes begins when the request is made from the IC to the "fire dispatcher".
 - c. Arrive on the scene within 60 minutes of the *initial* request by the IC.
 - d. Failure to comply with (b) or (c) may result in the next contractor on the rotation list being notified, the cancelation of the late contractor's request for these services and returning to the "bottom" of the rotation list.
4. Will comply with all the County's conditions, and fully indemnify and hold harmless against any and all claims and liabilities arising from PIVA services. The County assumes no liability or obligations in reference to this agreement between the contractor and the victim/owner, unless otherwise specified in this document.
5. Utilizing the after-incident Report form provided as Exhibit B. Exhibit B is required by the Contractor after each incident and shall be submitted to the IC within 3 business days of the incident.
6. Notify the IC immediately if your company is unable to satisfy a requested service. If your company is unable to respond when requested more than two (2) times in a single calendar year, you are *subject* to removal from the call list.

SCENE ARRIVAL PROCEDURES

1. Arrive in a marked company vehicle, ensuring you do not interfere with the ability of emergency vehicles to arrive or leave the scene.
2. The first person representing the contractor to the scene must be a "decision maker" for the company, such as (example) owner, supervisor, company officer, etc.
3. Immediately locate and report to the IC. Emergency incidents are secured areas and access is restricted. Scene access may be delayed or denied due to emergency operations, investigations, or any reason the IC deems necessary.
4. Once permission is obtained to access the scene, contact the occupant(s), and evaluate *their* immediate needs.

5. Evaluate the structure and make a recommendation to the IC the course of action(s) you intend to take to mitigate the damage caused by this incident. The IC *may* approve, amend, or deny your plan based on incident needs.
6. Upon termination of the incident, the structure will be “released” to the occupant and/or owner. Any deviation to the course of action will be between the contractor and the owner/occupant. NOTE: Fire investigations may take some time to conclude. The investigator will notify the contractor if access will be restricted for an extended period of time.
7. Prior to entering the structure, written permission must be obtained from either the owner or occupant AFTER approval of the IC is obtained.

RESTRICTED ACTIVITIES

1. Respond to calls, without being requested by the IC.
2. Withhold any PIVA services based on the victim’s financial or insurance status.
3. Solicit or attempt to sell mitigation or restoration services for a minimum of 48 hours after the termination of the incident (as determined by official 911 records).
4. Charge or attempt to recover costs associated with PIVA services from a victim that has no insurance, from a victim that does not enter into a contract with your company for the restoration and mitigation or from any of the responding government agencies (Cherokee County/City of Woodstock, etc.). If the homeowner has insurance, the contractor may request payment from the insurance company. If the homeowner does not have insurance, the contractor understands that all PIVA services provided will be at no cost.

LARGE LOSSES/MULTI FAMILY DWELLINGS

In the event of very large commercial or multi family dwelling incident, at the sole discretion of the IC, the County may elect to utilize “other” forms of recovery and PIVA services. If a contractor from the call list is contacted for such incidents, it is strongly encouraged that you acknowledge your ability to handle the incident or some portion of the incident. You will maintain your position in the “rotation list” if you advise your company cannot handle the magnitude of the request.

CHEROKEE COUNTY WILL:

1. Establish and maintain a “call list” of approved contractors meeting the criteria outlined in this document. The list will begin with a maximum of three companies each year. If more than three companies request to be placed on the call list, the county will use a fair, equitable, and comparable process to select the most qualified companies.
2. Not make any guarantee regarding the number of calls any contractor may receive.
3. Have no direct contractual relationship with any property owner or victim. The County, City of Canton, or City of Woodstock shall not be a party to the contractor’s relationship with the property owner, occupant, victims and/or insurance company. Cherokee County shall be responsible for administering and managing the PIVA Program and taking any necessary action should the contractor fail to meet the requirements of the program (including the terms and conditions of this RFP) and/or fail in assisting the affected citizen/business owner.

4. Evaluate the program periodically for compliance and effectiveness. The County may make necessary changes in an effort to provide the best possible support for the victims. If any changes are made to the program, each company on the call list will be notified in writing.
5. Contractors selected as a result of this RFP are required to attend a mandatory training. Dates and locations will be determined and notifications sent in a timely manner. Attendance will be mandatory for “decision makers” for each company remaining on the call list.
6. Investigate and address complaints from the victims and owners concerning PIVA services and the companies providing them. Valid complaints will result in the company being removed from the call list.

AVAILABLE SERVICES AND “CERTIFICATIONS”

Please list all services and company certifications that will assist the reviewers to place your firm on the call list. A simple list will be sufficient for this document. Additional proof may be requested if your company is placed on the call list.

CONCLUSION

Cherokee County Fire & Emergency Services responds to numerous structure fires where there was a *potential* to utilize PIVA services. Cherokee County makes neither any assumptions nor predictions on the number of times PIVA services will be called upon.

It is the intent of the Cherokee County Fire & Emergency Services to assist victims in recovering from an event that has disrupted their lives. We also acknowledge and support your company’s ability to assist these victims, without the additional stress of financial pressures, immediately following their incident. Accordingly, your company may enter into an agreement with the owner/victim to restore their home and building, but only after their immediate needs are met, a 24 hour post-incident shock period is observed. The Contractor shall not leverage participation in the program by stating or inferring that the County has evaluated or approved the work capabilities, expertise in working with insurance carriers, fairness of pricing or any other aspect of the Contractor’s business and will not add additional stress to County resident by using high pressure sales tactics or by indicating that the victim is in any way obligated to work with the Contractor based on an obligation created by the Contractor providing the services defined herein.

END OF STATEMENT OF WORK/SPECIFICATION