



Sunset Capital OF Alabama™

REQUEST FOR PROPOSALS

FOR

POST – DISASTER
SUBSTANTIAL DAMAGE ASSESSMENT

Posted: June 24, 2022

Due Date: July 15, 2022 – 2 PM (CST)

IMPORTANT DISCLAIMERS

This Request for Proposals is to obtain information and costs for planning purposes and does not guarantee an award. This information will be reviewed and discussed by Town of Dauphin Island (TODI) and may or may not result in an award of a contract.

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a response to this RFP identified as such must be clearly marked and will be handled in accordance with the Alabama Public Records Laws, and applicable rules and regulations. Any response marked as confidential or proprietary in its majority in the sole discretion of the reviewers or in its entirety may be rejected without further consideration or recourse.

1. GENERAL INFORMATION

1.1. Background

Dauphin Island is a town in Alabama located on the Gulf Coast and is the southernmost point of Alabama located approximately 35 miles from the City of Mobile. It is a small coastal town located in Mobile County that's situated on a 14 mile long barrier island. Dauphin Island is located at the entrance of Mobile Bay. It's known for vast stretches of white sand and beaches that are available to the public. A few other attractions include historic Fort Gaines featuring original cannons and a blacksmith shop. Migrating birds can be seen in the forest, dunes and swamp of the Audubon Bird Sanctuary. Alabama Aquarium at the Dauphin Island Sea Lab features educational demonstrations and a living marsh boardwalk. The Alabama Deep Sea Fishing Rodeo attracts thousands of anglers for a week long event. This is the world's largest fishing tournament of its type. Dauphin Island is home to approximately 1778 full time residents and approximately 3000 visitors on short term rentals.

1.2. Purpose

The purpose of this RFP is to obtain competitive proposals from qualified Responders who are interested in providing TODI the following:

Assistance in collecting data for substantial damage determinations of affected residential and non-residential structures as required by the local flood plain management ordinance for participation in the NFIP. All original data, pictures, and outcomes will be provided to and owned by TODI for their exclusive use.

TODI reserves the right to make no or multiple awards, as deemed in the best interest of the Town.

1.3. Scope of Work/Services

Part 4 of this document details the scope of work/services of the project, inclusive of deliverables and desired results.

1.4. Requirements for Responders

1.4.1. Mandatory Requirements

The Responders shall meet the following requirements prior to the deadline for receipt of offers:

- Responder shall meet with appropriate Town staff upon acceptance of contract. A site visit to Dauphin Island is required for pre-planning post-storm procedures.
- Responder shall demonstrate prior experience working on similar projects with collecting and producing FEMA substantial damage data.
- Responder shall exhibit that proposed staff has the requisite knowledge of FEMA Substantial Damage requirements.
- Responder should have an office location within a seventy-five (75) mile radius of TODI or be able to establish a field office within a seventy- five (75) mile radius within ten (10) calendar days of contract award.

- Responder shall be prepared to hold a coordination meeting within twenty-four (24) hours of notice to proceed and have inspection teams in place for commencement of inspections within seventy-two (72) hours of notice to proceed.
- A certified copy of a board resolution granting authority to submit the proposal and sign a contract if selected should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.
- Responder shall provide all affidavits in the application pp14-16.

1.4.2. Desirable Qualifications

It is desirable that Responders should meet the following qualifications prior to the deadline for receipt of proposals:

- Previous experience working with cities or counties of the geographic size, composition, and population of TODI.
- Demonstrate successful history of substantial damage data collection for similar work and of the same magnitude of this RFP.
- Should demonstrate the company’s overall effectiveness based on scope of work on previous projects, the number of units completed in a specific time period, and the resulting success for the entity that was serviced.

2. ADMINISTRATIVE INFORMATION

2.1. Schedule of Events

<u>Activity/Event</u>	<u>Date</u>
Public notice of RFP	June 24, 2022
Deadline for receipt of written inquiries	July 1, 2022
Deadline to answer written inquiries	July 8, 2022
Deadline for receipt of RFP responses	July 15, 2022 2PM (CST)
Selection Committee Evaluation	July 20-22, 2022

2.2. Response Content

2.2.1. Executive Summary

This section should serve to introduce the scope of the response. It should include administrative information including, at a minimum, contact name and phone number, email address and any other pertinent contact information. This section should also include a summary of the qualifications and ability and willingness to comply with the TODI’s requirements.

2.2.2. Company Background and Experience

The Responders should give a description of their company including brief history, corporate or organization structure, and number of years in business.

This section should provide a detailed discussion of the Responder's prior experience in working on projects similar in size, scope, and function to the proposed contract. Responders should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Responders should clearly describe their ability to exceed the qualifications identified in the Mandatory Requirements for Responder Section 1.4.1.

Responders should clearly define their ability to meet or exceed the desired qualifications described in the Desirable Qualifications for Responder Section 1.4.2.

2.2.3. Approach and Methodology

The Responder should provide their approach and methodology to accomplish the objectives above and related services described in **Part 4: Scope of Work/Services**.

The Responder should:

- Provide understanding of the nature of the project and how its offer will best meet the needs of the TODI.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to the project and quality assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Present innovative concepts for consideration.
- Present best practices garnered from previous experience with this type of Scope of Work/Services,
- Provide proposed staff transportation to Dauphin Island in the event the causeway and/or main bridge is inaccessible. NOTE: Mobile County owns and operates a 3000' airstrip on the island. In addition, depending on severity of storm, four-wheel drive vehicles may be required to access certain portions of the island (ex. West End).
- Prepare plan for implementing moratorium on building permits for emergency repairs and/or structural repairs
- Provide GIS mapping
- Provide weekly updates and status reports.

2.2.4. Staff Qualifications

The Responder should provide detailed information about the experience and qualifications of assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employees, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

Responders should clearly describe their ability to meet the qualifications identified in the Mandatory Requirements for Responder Section.

Responders should clearly describe their ability to exceed the desired qualifications contained in the Desirable Qualifications for Responder Section.

2.2.5. Cost Offer

The Cost Offer shall include:

- Must provide all-inclusive rates including overtime costs, mobilization and demobilization, and any other travel expenses such as lodging and meals. These must meet state and GSA per diem rates.

2.3. Response Submittal

Responders interested in providing information requested by this RFP must submit responses containing the information specified no later than the deadline for receipt as stated in the Schedule of Events.

The responses must be received printed and bound, two (2) hard copies and an electronic copy to the TODI on or before the date and time specified in the Schedule of Events.

Responses received after the deadline and incomplete submissions will not be considered and will not be evaluated.

All Responses must be sealed and the outside of the envelope marked: "Response to Proposal for Post-Disaster Substantial Damage Determinations."

2.4. Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The response should demonstrate an understanding of the requirements. Proposals prepared simply and economically,

providing a straight forward, concise description of the ability to meet the requirements of the RFP are also desired. Each Responder shall be solely responsible for the accuracy and completeness of its proposal.

2.5. Ownership of Response

The materials submitted in response to this request shall become the property of the TODI. Selection or rejection of a proposal shall not affect this right.

2.6. Cost of Preparation

The TODI shall not be liable for any costs incurred by Responders associated with developing the response, preparing for discussions (if any) or any other costs, incurred by the responder associated with this RFP.

2.7. Responder Inquiries

Written questions regarding the RFP requirements or Scope of Work/Services must be submitted in writing to Town Clerk, Wanda Sandagger as follows:

Town of Dauphin Island
1011 Bienville Blvd.
Dauphin Island, AL 36528
wsandagger@townofdauphinisland.org

The TODI will consider written inquiries and requests for clarification of the content of this RFP received from potential Responders. Written inquiries must be received by the date and time specified in the Schedule of Events. The TODI shall reserve the right to modify the RFP should a change be identified that is in the best interest of the TODI.

2.8. Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the Town, which will determine the offer most advantageous to the TODI, taking into consideration price and the other evaluation factors set forth in the RFP. The evaluation team may request an in-person and/or video conference as part of the selection process.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any proposal. Such input may include, but not be limited to: review of technical requirements or preparation of cost score data.

2.9. Contract Award and Execution

The term of the contract shall be for one (1) year with the option to extend the contract for two (2) additional one (1) year periods under the same terms and conditions upon mutual agreement of both parties. The TODI reserves the right to contract for all or a

partial list of services offered.

2.10. Schedule of Required insurance

Responder shall secure and maintain at its expense such insurance that will protect it, and the TODI, from claims under Workers' Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement, all as further set forth in this Article. TODI has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to TODI as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to TODI, Responder shall promptly obtain a new policy, submit the same to TODI for approval and provide a certificate thereof as provided above.

Failure of Responder to take out and/or to maintain insurance shall not relieve Responder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of Responder concerning indemnification.

2.10.1 Professional Liability Insurance. Responder shall maintain professional liability coverage during the term of this agreement. The limits of this coverage shall be a minimum of \$1,000,000 per claim and \$2,000,000 annual aggregate. This requirement shall extend to all professional subcontractors employed by Responder. Responder shall provide certification of such insurance and a copy of the policy upon request.

2.10.2 General Liability Insurance. Responder shall maintain general liability coverage during the terms of this agreement. The limit of this coverage shall be a minimum of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage and \$2,000,000 general aggregate. Responder shall provide certification of such insurance and a copy of the policy upon request.

2.10.3 Workers' Compensation Insurance. Responder shall maintain workers compensation coverage during the term of this agreement. The limits of workers compensation coverage shall be the Alabama statutory minimum requirements. Responder shall provide certification of such insurance and a copy of the policy upon request. An Employers Liability limit of \$1,000,000 shall be required if the work to be performed is over water or involves maritime exposure. TODI shall be named as an "Alternate Employer" on Responder's workers compensation policy.

2.10.4 Auto Liability Insurance. Responder shall maintain automobile liability coverage during the term of this agreement. The limits of this coverage shall be a minimum \$1,000,000 combined single limit per accident for owned, non-owned and hired vehicles. Responder shall provide certification of such insurance and a copy of the policy upon request.

2.10.5 Deductibles and Self-insured Retentions. Responder declares and TODI approves

Responder deductibles or self-insured retentions not exceeding \$250,000 on Responder policies respect to the TODI. Responder shall not increase or eliminate such deductibles or self-insured retentions respect to the TODI without the prior written approval of TODI.

2.10.6 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

2.10.6.1 General Liability and Automobile Liability Coverage

2.10.6.1.1 TODI is to be added as "additional insured" in respect to liability arising out of activities performed by or on behalf of Responder; products and completed operations of Responder; premises owned, occupied or used by Responder. The coverage shall contain no special limitations on the scope of protection afforded to TODI.

2.10.6.1.2 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TODI.

2.10.6.1.3 Responder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.10.6.1.4 The insurer shall agree to waive all rights of subrogation in favor of TODI, for losses arising from work performed by Responder for TODI on both the Auto and General Liability policies.

2.10.6.2 Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation in favor of TODI, for losses arising from work performed by Responder for TODI.

2.10.6.3 All Coverage

Each insurance policy required by this clause shall be endorsed to state that if coverage is canceled the insurer will provide a thirty (30) days prior written notice by mail to TODI. With regards to the general liability coverage and auto liability coverage TODI shall be added as an additional insured to the policy and will have the same cancellation notification provisions as Responder.

2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with an A.M. BEST'S rating of no less than A:VI. This requirement may be waived for workers' compensation coverage placed with companies who participate in the State of Alabama Worker's Assigned Risk Pool or Alabama Worker's Compensation Corporation.

2.10.8 Verification of Coverage. Responder shall furnish TODI with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. TODI reserves the right to require complete, certified copies of all required insurance policies, at any time.

2.10.9 **Subcontractors.** Responder shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each sub. All coverage for subcontractors shall be subject to all of the requirements stated herein.

3. INDEMNIFICATION

Responder agrees to defend, indemnify, save, and hold harmless the TODI, including all town departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortious, or implied, arising from this agreement, whether for breach of contract, private works claims, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, including claims which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Responder, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Agreement herein entered into. Additionally, and as a result of any such claims, lawsuits and demands, Responder agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related there to, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses. Responder shall not be responsible for the sole negligence of TODI.

4. SCOPE OF WORK/SERVICES

4.1. Scope of Work

Communities that participate in the National Flood Insurance Program (NFIP) are required to determine whether damage of any origin meets the criteria for Substantial Damage when the damage is to a structure located in a mapped 100-year floodplain. In the wake of hurricanes and/or similar disasters, the TODI must evaluate the damaged state of structures, collect data, and determine a structure's damage, as required by NFIP. The tool used to collect the data will be the latest version of FEMA's Substantial Damage Estimator (Substantial Damage Estimator User Manual and Field Workbook; Fema P-284/ Tool Version 3.0/ August 2017). Data captured may be used by local communities for rebuilding, building code compliance, investigations, surveying, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, and/or construction phase services. Data captured may not be used by the Federal Government without written permission from the local communities. Technical work specifications and performance must meet approval by a registered or licensed architect or engineer.

4.2. Task and Services

Conduct inspections and collect data of damage from associated flooding and wind

impacts caused by hurricanes and/or similar disasters for all structures in the Special Flood Hazard Area of the Town of Dauphin Island, by performing the following activities and deliverables as specified:

- Upon notice to proceed, coordinate with the Regulatory Division of the Planning Department to initiate an initial meeting to establish: coordination of teams, work plans, timetables for deliverables, and logistics.
- Coordinate with the TODI to establish priority locations that require inspection.
- Produce a complete SDE Inspection worksheet or comparable electronic record.
- Input certified damage inspection data entered into the SDE tool 3.0.
- Enter data to generate a calculation of damage based on the Computed Actual Cash Value as calculated by the SDE tool.
- Obtain and label digital photographs of damage and import into the SDE tool. Photographs shall include, as much as practical, a full view of the structure and as much of the roof as possible. Additional photographs to document specific noteworthy damage should be obtained as appropriate. High-watermarks should be photographed when in flood events.
- Obtain accurate GPS coordinates, in decimal degrees to five decimal places, taken at or as close to the front door as possible.
- Produce a geo-referenced file as specified in Section 4.4 of the SDE Manual.
- Produce a complete electronic export SDE Data Base file for each assessment conducted, organized by community, as specified in section 4.1 of the SDE Manual.
- Provide each team with the items specified in Section 5.1 of the SDE Manual (including the guidance materials and handouts), available tax information or market value data, community specific spreadsheet containing available community parcel and ownership information and the field supplies identified in the SDE Manual. Parcel and ownership information can be obtained by the Contractor.
- Data entry shall be consistent with Section 9, including appropriate subsections contained in the SDE Manual. Specific delivery schedules for data base delivery shall conform to the timeframe specified by the Town. Data must be entered into the SDE software accurately, regardless of the data entry method (field inspectors or office support staff). Adequate quality review of the data base shall be undertaken by the contractor to eliminate database errors. The contractor shall utilize a recognized national building cost data resource that reflects repair and/or reconstruction costs in the geographic area of the inspected structures. The contractor shall ensure that all technical staff and data entry personnel are properly trained and supervised. Data entry must be completed no later than the day following the data collection. Daily geospatial KML files shall be provided to the Planning Department to track inspection progress. Partial databases shall not contain duplicate information from previously completed inspections.
- Staff shall adhere to TODI guidance on communications with property owners or residents of structures, restricting their communications to the standards outlined in the SDE Manual, and other applicable TODI guidance. They will not discuss the outcome of inspections, the disposition of data or determinations, but will refer questions to the TODI Planning Department.

- Provide up to twenty-four (24) hours of technical support and training for TODI personnel upon delivery of the completed database.

- Provide support to the TODI on the use of the SDE Tool and resolving any database complications or issues experienced by the TODI where inspection data has been collected. Technical support may include assisting the TODI with the download of the SDE Database software onto local computers, including assisting TODI with any issues that may arise when downloading software, such as admin rights, or conflicts with local security software. Resolution of issues may include communication with the software developers to insure proper installation and appropriate use for the communities. Technical support may also include assisting in importing and exporting data using the SDE Tool, managing database functions, addressing any anomalies that may arise, and answering any questions from FEMA.

4.3. Deliverables

Complete field inspections within fourteen (14) days post-disaster and provide all reports within thirty (30) days post-disaster. NOTE: Nature and scope of disaster may require additional time to properly survey damaged areas requiring a time extension to be authorized by the TODI.

4.4. Reports

The Contractor shall submit to the TODI:

- Weekly reports demonstrating task order accomplishments
- Daily geospatial reports showing structures visited by the close of the next business day.
- Community summary reports described in Section 5.1 of the SDE Manual.
- A final report of results from the SDE Collections, external to the SDE Estimation tool. Report shall summarize the following – the methodology of the collection, issues encountered, lessons learned, the number of structures that were assessed, and what the percentages of loss, including the total amounts of Substantially Damaged.

4.5. Project Position Descriptions

The Contractor will provide personnel and services that are outlined within the Scope of Services to meet the needs of the TODI. The following positions are desired for this project and may be merged based on experience and expertise.

4.5.1. Project Manager

- Individual shall be a specialist in residential and non-residential structures and be familiar with applicable state and local codes. The manager must be qualified in and have experience applying standard loss estimating tools to rapidly perform required loss/damage inspections and assess damage percentages to the building elements of structures.
- Serves as the day-to-day principal point of contact for the Contractor and to assure that Contractor's personnel are performing within the contract's scope of services.

- Oversee staff to ensure the overall mission and goals are accomplished.
- Ensures that requirements are met, and deliverables are produced.

4.5.2. Inspection Team Technical Qualifications

- Individuals shall be a specialist in residential and non-residential structures with background expertise in assessing residential and non-residential structures for damage.
- Have a working knowledge of the SDE Manual.

5. Evaluation

Offers that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the offer. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

Criteria	Maximum Score
Company Background and Experience	40
Approach and Methodology	25
Proposed Staff Qualifications	25
Cost	10
TOTAL SCORE	100

The proposal will be evaluated in light of the material and the substantiating evidence presented, not on the basis of what may be inferred.

CONTRACTOR'S AFFIDAVIT OF NON-COLLUSION

STATE OF _____
COUNTY OF _____

_____, Being first duly sworn deposes and says:
that he is _____ (A partner or officer of the firm of, etc.) and
that the Proposal which led to this Contract is genuine and not conspired, connived or agreed,
said contractor has not colluded, conspired, connived or agreed, directly or indirectly sought by
agreement or collusion, or communication conference, with any person, to fix the price of
affiant or of any other Proposers, or to fix any overhead, profit, or cost element of said Proposal
price leading to this contract, or of that of any other Proposers, or to secure any advantage
against TODI or any other party interested in the proposed Contract; and that statements in said
proposal, this contract, and Proposal are true.

APPEARER FURTHER DECLARES that he will, in all respects, comply with the public
contract laws of the State of Alabama.

By: _____

Title: _____

Subscribed and sworn to before me this _____
day of _____ 20__.

Notary Public

AFFIDAVIT OF VERIFICATION OF CITIZENSHIP

BEFORE ME, the undersigned Notary Public, duly qualified in and for the TODI and State aforesaid, personally came and appeared:

_____ (name)

who after being first duly sworn, deposed and said that:

1. I am the _____ of _____, hereinafter, "Company."
(title) (company)

2. I swear that Company is registered and participates in a status verification system to verify that all new employees in the state of Alabama are legal citizens of the United States or are legal aliens.

3. I verify that if Company is awarded the contract, it shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Alabama.

4. I acknowledge that Company shall require all its subcontractors to submit to Company a sworn affidavit verifying compliance with Paragraphs (2) and (3) of this Affidavit.

X: _____

Name: _____

Title: _____

Company: _____

Sworn to and subscribed before me at the city of _____, _____, state of _____, on this _____ day of _____ 20_____.

NOTARY PUBLIC

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that: 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date