



Request for Proposal

RFP # 21-083

Deceased Body Transport / Body Removal

Wake County, North Carolina
P.O. Box 550
Raleigh, North Carolina 27602

Proposals are due October 28, 2021 before
3:00 pm local time.

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1 Introduction

1.1 Introduction

Wake County, North Carolina (“The County”) is seeking proposals from a qualified firm to provide body recovery and body removal services of deceased individuals from the death scene or hospital to the Office of the Chief Medical Examiner in Raleigh as authorized by Wake County law enforcement or other designated location(s) as authorized by Wake County Department of Health and Human Services. Throughout this request for proposals (“RFP”), the “Proposer” refers to qualified firms that submit Proposals and the “Provider” refers to the Proposer who is selected to provide the services described within this RFP.

1.2 Project Overview

1.2.1 County Overview

Wake County: Wake County is the most populous county in North Carolina. The County consists of 12 municipalities and includes Raleigh, the County seat and State capitol. The County’s population is estimated at 1.11M residents. As Wake County has grown significantly over the past decade, the number of body transports has increased, with an increase of over 30% the past four years. Annual totals for the previous years are as follows:

Fiscal Year	# of Body Transports
2021	1050
2020	901
2019	824
2018	799

1.3 Scope of Services

The scope of services covered in this RFP is to provide the County as part of its functions to recover, remove and transport deceased persons. The successful Provider will provide the following services:

After a deceased has been classified as a Medical Examiner’s case by the Chief Medical Examiner or his/her designee, the Provider will provide transport of the deceased to the Office of the Chief Medical Examiner (OCME) in Raleigh upon the authorization of Wake County law enforcement. In cases when a deceased is classified as unclaimed, the provider will provide transport of the deceased to a facility designated by the County’s Department of Health and Human Services.

1. The provider will ensure two attendants respond to the address of a designated scene seven days a week, twenty-four hours a day and will arrive at that scene within one hour of

dispatch 90% of the time.

2. The provider will ensure a call-out or paging system for members of the body transport team. A single contact phone number will be provided to Raleigh Wake Emergency Communications Center (RWECC) Dispatchers for the purpose of notifying the transport team of a request for body transport. The two-person transport team will immediately respond per the instructions provided by the requesting agency. The transport team will notify dispatchers upon their arrival at a scene, their departure from the scene, their arrival to the Medical Examiner's Office or authorized facility and their clear time.
3. When arriving at a death scene, the transport team members will make contact with the Law Enforcement Officials on scene, ascertain the most direct route of removal for minimal contamination of the scene, and depart the scene as quickly as possible.
4. Prior to removal, all remains shall be properly labeled with identification secured to the remains and to the exterior of the body bag. Only identification approved by the Chief Medical Examiner's Office, shall be used.
5. All remains, without exception, will be placed in a new body bag and sealed as evidence.
6. Only one body may be transported in a vehicle unless the vehicle is specifically equipped and outfitted to position more than one body without stacking.
7. All transport team members will be dressed in uniform attire that will clearly identify them as members of the body transport team and wear a photo identification card.
8. The Provider will ensure that the transport of all remains is handled with dignity and professionalism, that no remains are tampered, or evidence destroyed, the team reflects due respect for the body, the concerns of families, and the confidentiality of the identity of the deceased.
9. Provider will not provide body transport services for any individual entity or business while providing transport services for Wake County. Provider will not take detours, run errands or engage in any personal business while providing transport service for Wake County. Once the remains have been collected from a scene, the provider will take the most direct route to deliver the remains. Provider will not leave the vehicle unattended while transporting remains.
10. The provider, contractor, director, stockholder, officer of, partner to, principal employee of, or any member of any of their immediate families must never refer, steer, or lead any person to their own or any other services not limited to funeral homes, attorneys, investigators, crime scene clean-up's, or florists.
11. Provider and its employees shall not solicit for sale of any goods or services at the residence or in the presence of any friend or relative of the deceased by any means whatsoever. This includes but is not limited to any oral or written representations or statements, handing out or leaving on the premises, any printed material that would carry the name of any business or company that in

any way might imply a solicitation for a business or service. Any violation of this provision may be considered a material breach of the Agreement.

12. In extenuating circumstances, the Provider will need to possess the ability to arrange for additional personnel and/or secure the means to handle single transports that surpass the acceptable height/weight requirements.
13. Provider will complete a transportation form that will be completed on all transports. This form will identify the date of the transport and the transport team member's names. This form will include the identity, sex, race and date of birth of the deceased if known, address of incident, time and odometer reading at time of dispatch, time and odometer reading at arrival time on scene, time and odometer reading when in-route to OCME/or funeral home, arrival and odometer reading at arrival time at OCME or funeral home, time when clearing OCME. This form will identify the name of the authorizing Medical Examiner, the Law Enforcement Agency, Officer's name, time of custody transfer and if applicable and evidence tag number. Any records (such as the transportation form) generated by this service must be retained by the provider in accordance with the North Carolina Dept of Natural and Cultural Resources published records retention schedules; the provider can request approval from Wake County CCBI to destroy records that have met their required retention timeframe. These records / forms will be made available upon request by Wake County CCBI.
14. Provider will ensure the completion of a Transportation Service Payment Request Form provided by the Office of the Chief Medical Examiner.

EQUIPMENT FURNISHED BY PROVIDER:

1. Provider shall own or maintain a minimum of two heavy duty cargo/ panel vans, to be utilized under this contract. The Provider vehicles will be in good mechanical working order. The Provider vehicles should receive routine maintenance and repair in a timely manner. Provider will ensure that any vehicle designated to be used under this contract is in good condition and meet all legal requirements
2. Only equipment and/or supplies approved by the Office of the Chief Medical Examiner and City-County Bureau of Identification shall be used by the Provider.
3. Vehicles shall be kept clean inside and out; interiors shall be sanitary and free from biohazards and debris at all times.
4. Vehicles shall be without company name, business logo or any other business advertising message. Bumper stickers will not be permitted.
5. Provider will be responsible for equipping each vehicle with a minimum of the following:
 - A. Two one-man Heavy-Duty stretchers (per vehicle).
 - B. Body bags in a variety of sizes, plastic sheeting, and cloth sheets.
 - C. Bio-hazard bags and plastic bags, in various sizes.

- D. Protective clothing, including but not limited to jumpsuits, booties, boots with rugged outdoor soles, rubber and leather gloves, hair nets, hard hats, safety vests, face masks and disposable bio-hazard suits. Provider will be compliant with OSHA regulations and ensure compliance by their personnel.
- E. Any other equipment or supplies necessary or required to perform the duties associated with body recovery and body transport.
- F. Transporting personnel will comply to all rules set in place by Law Enforcement Officers to protect the integrity and preserve a crime scene Investigation.
- G. A minimum of one (1) 800Mhz radio, mobile or portable, per vehicle, for communications with Raleigh-Wake Emergency Communications Center dispatchers.

PROVIDER AND ALL PERSONNEL EMPLOYED BY PROVIDER:

1. Provider will provide training and proof of continued education by the Provider's staff on the body removal service including such topics as universal precaution standards, hazardous materials/conditions, and such other topics as instructed by the Medical Examiner's Office and as deemed necessary by the body removal service to assure safe and high-quality services.
2. Provider will retain originals of all paperwork provide copies as requested by City-County Bureau of Identification. Records may not be destroyed without prior approval by Wake County CCBI. (See Scope of Services, Item 13) Provider will submit a quarterly financial report, an activity report and an invoice to City-County Bureau of Identification no later than the 15th day of July, October, January, and April for the preceding quarter.
3. Provider will ensure all personnel comply with requests for legal testimony, court appearances or such other representation as requested by the Medical Examiner's Office, Law Enforcement Agency, or the District Attorney's Office.
4. Provider's personnel shall direct all conversation to Law Enforcement at the scene. At no time will the Provider or the personnel thereof be rude, uncooperative, or argumentative. The County reserves the right to cancel a particular body transport without contract ramifications if, in their opinion, the Provider or Provider's personnel are acting in an incompetent or dangerous manner or in a manner which is likely to destroy or damage evidence. Any such rude or incompetent behavior or activity may be considered a breach of the Agreement.
5. Provider's personnel will not share, discuss, communicate, or in any way release any details pertaining to a crime scene or investigation. The County reserves the right to cancel a particular body transport without contract ramifications if, in their opinion, the Provider or Provider's personnel are acting in an incompetent or dangerous manner or in a manner which is likely to destroy or damage evidence.
6. Provider shall be responsible for their own proper disposal of biohazard materials

removed from death scenes, unless Medical Examiner Personnel specifically request items removed for purpose of disposal. All disposals made by Provider or Provider personnel will follow OSHA requirements.

7. Provider and Provider personnel must have completed a background investigation which shall include submission of fingerprint card, criminal background records and a OMV inquiry. Provider shall provide a list of all personnel who will provide services under this contract and all corporate officers or those with an ownership interest in the business. Such list shall include the following information: 1) full name; 2) any other names the individual has been known by; 3) date of birth; 4) complete current address; 5) city of residence for last two years and 6) telephone number. Provider will maintain an updated employee list and furnish this list to /City-County Bureau of Identification. Provider will notify City-County Bureau of Identification of any changes to the personnel list.
8. Provider and provider transporting personnel must have a valid North Carolina's driver's license and a driving record acceptable to Wake County. Provider will provide a copy of all transport personnel's North Carolina Driver's license. Wake County/CCBI reserves the right to periodically and randomly complete a OMV driver's license check.
9. Provider shall immediately notify City-County Bureau of Identification in the event that the Provider or any of the Provider's transporting personnel is convicted or under investigation involving any of the following listed offenses. This may be cause for denial of application to use Provider's employee to supply services under this Contract or termination of the Agreement. The offenses are as follows:
 - a. Any crimes listed in NCGS 14
 - b. Any crimes listed in NCGS 90
 - c. Any crimes listed in NCGS 20 as a class 1 Misdemeanor
10. In the event the Provider or the Provider's transport personnel is convicted or is under investigation, the Provider may be given the opportunity to replace that employee without prejudice to the contract. It will be the responsibility of the Provider to provide City-County Bureau of Identification with any updated information regarding the conviction of plea or guilty or *nolo contendere* even to any lesser- included offenses which are considered convictions. Failure to provide information regarding the identity of the employee or any other corporate officer or person with ownership interest in the company may result in termination of the contract. Failure to provide information regarding the conviction of any of the above crimes may also result in termination of the contract.
11. Provider's transporting personnel must be physically able to perform all duties required to provide services under this agreement, which may include but not limited to heavy lifting, hiking over rugged terrain, and driving substantial distances.

12. Provider or Provider's personnel shall not present himself or herself as an employee of Wake County either by oral or written representation or omission of material fact. Provider or Provider personnel will not present himself or herself as an officer, agent, or employee of Wake County or any other organization while providing this service for Wake County.
13. Provider should have at least five (5) years of verifiable experience in body removal, body transport, mortuary service or equivalent.
14. Additionally, the Provider shall attest in writing that a background check to the extent allowed by law has been conducted on each employee prior to employment. A copy of each background check shall be provided to the Contract Administrator for review and approval prior to the employee providing any services associated with this contract. The Provider shall pay for all costs in obtaining the background check from the county of employee's residence.
15. The Provider shall remove from providing services for this contract any employee of the Provider who, in the opinion of Wake County Government is not performing the Services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with rules and regulations of Wake County Government. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the Provider.

MINIMUM REQUIREMENTS:

1. Provide a letter of understanding of the required service, the commitment to perform the work, a statement why the vendor believes to be best qualified firm to perform the service, and a statement that the bid proposal is a firm and irrevocable offer for a period of 90 days.
2. Describe your firm's methods to ensure the following:
 - a. Timeliness
 - b. Professionalism
 - c. Integrity of the evidence of the death scene
3. Vendors must have at least five (5) years of experience in the body removal, or body transport service.
4. All vendors shall provide a copy of the proper licenses and qualifications to operate a body removal service operation. This will include signed copies of the document titled "Attachment A-1" (Agreement Period for the Transportation of Dead Bodies. This form should be signed by Provider and Administrator of the Office of the Chief Medical Examiner) and provide a copy of Permit issued by NC Board of Funeral Science or Provider License issued by the Office of Emergency Services. Provider will also provide Certificate of Insurance coverage.
5. Vendors shall not have a record of having operated a related business operation that was closed and/or cited for violations of any Federal, State, and Local regulations.

6. Provide a compliance statement that all of the Provider's personnel that comes in contact with a body being transported shall be required to pass a thorough background investigation, fingerprinting process, and shall meet the expectations of Wake County and the Chief Medical Examiner's Office prior to being permitted to provide service to the County.
7. Furnish a statement that the vendor will supply signed confidentiality forms for any staff prior to being permitted to provide service to the County.
8. Vendors must have, and be able to demonstrate, the financial stability and resources to operate a viable and successful body removal services operation.
9. Furnish a minimum of five references of customers with contact names, addresses, telephone numbers, and email address (if applicable).
10. Provide a list of all Counties where you have provided a body transport service, and if you are identified on the List of Authorized Body Transporters, are you Available or a Reserve Transporter.

1.4 General Proposal Requirements

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions. Failure to follow these instructions will be considered a non-responsive proposal and may result in immediate elimination from further consideration.

By submitting a proposal, Proposers acknowledge that:

The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.

Proposals will be received by Wake County Government at the time noted on the cover page of this document. At that point, Wake County will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.

Wake County, solely at its option, may disclose the name(s) of any firms or companies being considered or elevated during the process. Proposers are not to contact any county staff or elected official in reference to the process due to the nature of a competitive environment and to protect the integrity of the RFP process. As information becomes available and is relevant for release, that information will be shared with respondents.

2 General Submittal Requirements

2.1 Proposal Contact

This RFP and any subsequent action taken as a result thereof is issued by the Wake County Procurement Services in accordance with North Carolina General Statutes on behalf of the County. Proposal responses should be directed to Procurement Services, specifically to the Purchasing Director, as outlined below. In regard to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. ***Any attempt by a Proposer to contact or influence a member or members of the aforementioned will result in the immediate disqualification of the Proposer from award for items or services on this RFP.***

Proposal Contact:

Melissa England
Wake County Finance Dept - Procurement Services
Melissa.England@wakegov.com
919-856-6120

2.2 Proposal Submittal Requirements

Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. Each Proposer is required to submit its proposal in a sealed package.

Three (3) copies (1 original and 2 copies) shall be submitted to the address shown below as well as an electronic version on USB.

Mailing Address:

Melissa England
Wake County Finance Dept - Procurement Services
Wake County Justice Center, 2nd Floor – Ste 2900
301 S. McDowell Street
Raleigh, NC 27601
919-856-6120

The County must receive proposals no later than 3:00 PM on October 28, 2021. *The Proposer's name, RFP number, and proposal closing time and date must be marked clearly on the proposal submission.* The time of receipt shall be determined by the time clock in the Wake County Procurement Services office. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response;

(2) Ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted. Fax or email responses will not be accepted.

2.3 Proposer Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

2.4 Interpretations, Discrepancies, and Omissions

Should any Proposer find discrepancies, omissions or ambiguities in this RFP, the Proposer must at once request in writing an interpretation from proposal contact listed in Section 2.1. The deadline for submitting questions is October 8, 2021 by 5:00 PM. All questions will be answered to the extent possible in the form of addenda to the specifications. The addenda will be available by October 15, 2021. All written requests for clarification should be addressed to the attention of Melissa England.

Failure to request an interpretation will be considered evidence that the Proposer understands the provision of the RFP.

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. It is the County's intent not to issue any addenda after October 15, 2021.

2.5 Tentative Schedule

Event	Date
RFP Issue	October 1, 2021
Questions Due	October 8, 2021, 5:00 pm
Addenda (Clarifications) Issued (if applicable)	October 15, 2021
RPF Responses Due	October 28, 2021 by 3:00 pm

2.6 Pre-Proposal Questions

The County will also make a good faith effort to provide other data or attachments, if the request will further clarify the project's scope. All requests for further information shall be received by the County October 8, 2021 before 5:00 PM EST. A copy of all answers and further clarifications provided by the County to those making inquiries will be posted as an addendum to the RFP on the County's website by October 15, 2021.

2.7 Finalists and Interviews

2.8 Award

Wake County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations with a Proposer may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

2.9 Non-disclosure of County Information

The Proposer and its agents shall treat all data and information gathered by the Proposer and its agents, including this RFP and all reports, recommendations, specifications, and data as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

2.10 Retention of Proposer Material

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

3 General Terms and Conditions

3.1 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.

3.2 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 Wake 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.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 Insurance

Proposers shall obtain, at their sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office. Proposer's submittal of a response indicates that Proposer agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of an agreement at Wake County's option.

Workers' Compensation Insurance, with limits for Coverage A: Statutory for State of North Carolina, and Coverage B - Employers Liability: \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability, with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits not less than \$1,000,000 per accident for bodily injury and property damage applicable to any vehicle used during performance of services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only required if vehicles are used in the provision of services under this Agreement.

Professional Liability appropriate to Proposer's profession, with limits not less than \$1,000,000 per claim and \$2,000,000 aggregate. Coverage must include but not be limited to liability associated with any loss of or damage to the deceased from the time of recovery until delivery, consequential mental anguish, and possible damage to a crime scene.

Employee Crime or other coverage for theft of third-party property.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of Wake County's Finance Department. If any required insurance policy expires during the term of this Agreement, Proposer must provide a certificate of insurance to the Wake County Finance Department as evidence of policy renewal prior to such policy expiration. Proposer shall be responsible for providing the Wake County Finance Department with 30-day notice of insurance policy cancellation or non-renewal during the term of this Agreement and for three years subsequent for any claims made coverage.

Response to this RFP indicates the ability to procure the coverages specified above. If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any request for consideration of alternate coverage must be presented within Proposer's response to this RFP.

In the event that Provider uses subcontractors to perform any of the services under this Agreement, then and in that event, Provider shall contractually require such subcontractor(s) to meet all of the requirements of this section.

3.8 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.

3.9 Confidential Information/Public Records Law

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

Wake 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 Wake 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. Wake 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, Wake 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, Wake 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.

3.10 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 Wake 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.

3.11 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.

3.12 Additional Services

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

3.13 E-Verify

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

3.14 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.

3.15 Federal Uniform Guidance

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

4 Detailed Submittal Requirements

4.0 Proposal Format

Proposers shall prepare their proposals in accordance with the instructions outlined in this section. Each Proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections with tabs for each section:

**PROPOSAL
SECTION TITLE**

	Title Page
	Letter of Transmittal
	Table of Contents
1.0	Executive Summary
2.0	Scope of Services
3.0	Company Background and Relevant Experience
4.0	Client References for Similar Assignments
5.0	Cost Proposal

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

4.1 Executive Summary

(Proposal Section 1.0) This section of the response should be limited to a brief narrative summarizing the Proposer's proposal. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed services. This section should highlight aspects of the proposal that make it superior or unique in addressing the needs of the County. Please note that the executive summary should identify the primary engagement contact. Contact information should include a valid e-mail address, fax number, and a telephone number.

4.2 Scope of Services

(Proposal Section 2.0) This section of the response should include a general discussion of the Proposer's overall understanding of the project and the scope of work proposed as outlined in Sections 1.3.1 to 1.3.9.

As the County is seeking a Consultant that brings substantial expertise in detention operations, facility management and maintenance, along with inmate medical services and jail facilities, the Proposer should outline a recommended approach, critical tasks and timeline for achieving

the County's objectives in Sections 1.3.1 to 1.3.9 based on the Proposer's experience with organizations similar to the County.

Proposers are encouraged to provide examples of services provided to their clients and the impact of those services.

4.3 Company Background and Consultant Team Relevant Experience

(Proposal Section 3.0) Each proposal must provide the following information about the submitting Proposer's company, so that the County can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. The County, at its option, may require a Proposer to provide additional support or clarify requested information.

4.3.1 Company Background

- How long the company has been in business. In what state(s) has the company worked?
- A brief description of the company size and organizational structure.
- How long the company has been providing services to clients similar to the County.
- Any material (including letters of support or endorsement from clients) indicative of the Proposer's capabilities.
- Identify any litigation or governmental or regulatory action pending against your organization that might have a bearing on your ability to provide services to the County.
- Describe your contractual relationships, if any, with other organizations that will provide services described in your proposal.

4.3.2 Consultant Team Experience

- Identify your proposed team indicating who is responsible for the key roles; provide an organizational chart showing lines of communication and levels of authority;
- Include the résumés of staff who will work on the engagement. If they are working on only certain portions of the project, please indicate this on their résumé;
- Given that the County will be evaluating several proposals, describe why you feel that your services, from a professional and technical perspective, are the best fit for the County environment. Describe the distinguishing features the County should know about your services and company.

4.4 Client References

(Proposal Section 4.0) The County considers references to be important in its decision to award a contract. Failure to provide this information will result in the proposal being considered non-responsive.

Please provide a comprehensive client listing with year(s) in which your firm provided services. Also provide at least three current clients who we may contact. References should be clients

similar in size to the County. Please give their company name and mailing address, telephone, and email of the contact person.

	Reference #1	Reference #2	Reference #3
COMPANY			
Contact Name			
Contact Title			
Contact Phone			
Mailing Address			
Email			

4.5 Cost Proposal

PRICING INFORMATION:

Price per Body Removal: _____

Mileage Rate: \$ per mile (Wake County will only pay for mileage from point of pick up to designated disposition site)

All costs, including but not limited to, labor, material, profit, overhead, etc., shall be included in the rates above. No additional allowances will be made.

This form, properly executed by an official authorized to bind the proposer to the terms, conditions, requirements, etc, contained herein, must be submitted with the proposal response.

Responses will be evaluated based on the requirements listed herein, including price, (primarily, the body removal price). The mileage charge will be compared against published per mile cost of similar vehicles. Wake County reserves the right to negotiate or reject any proposal with rates considered unreasonable.

5 Evaluation Criteria

5.1 Selection Participants

The County has established a team of staff to evaluate vendor responses. This team of employees will be responsible for the evaluation and rating of the proposals and conducting interviews.

5.2 Evaluation of Proposals

Responses will be evaluated based on the following criteria:

1. Compliance to the RFP requirements; quality, clarity and completeness of services proposed in relation the scope of work the response
2. Respondent's Proven, Knowledge, and Experience in:
3. Client References
 - Capability of the Proposer to undertake and support services as described by this Request for Proposals based on reputation and customer references regarding the Vendor's performance for organizations with needs similar to the County's, particularly in the government sector.
4. Cost effectiveness and value of proposal
5. Other criteria deemed appropriated by the County Project Team