



## **Town of Banner Elk**

### **Request for Proposals: Comprehensive Disaster Recovery Management Services**

**Date of Issue: November 18, 2024**

**Proposal Due Date: \*December 9, 2024\***

**Direct all inquiries concerning this RFP to:**

**Richard H. Owen  
Town Manager**

**Phone: (828) 898-5398**

**Email: [Manager@townofbannerelknc.org](mailto:Manager@townofbannerelknc.org)**

## **PURPOSE**

The Town of Banner Elk (also referred to herein as 'Town of Banner Elk') is soliciting sealed qualifications to provide Mitigation Support, Maintenance, Recovery, Application, Administrative, and Planning Services.

## **INSTRUCTIONS TO PROPOSERS**

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals clearly marked "RFP-EMS-2024-01" with an original, and three (3) complete copies, no later than 2:00 p.m., on

\*December 9, 2024\*, to:

Town of Banner Elk  
200 Park Avenue  
Banner Elk, NC 28604

Offers by telephone or email shall not be accepted. Also, applicants are instructed NOT to fax their proposal. Faxed proposals shall be rejected as non-responsive regardless of where the fax is received.

Applicants are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address. It is the sole responsibility of the bidder to ensure that his or her proposal reaches the Town of Banner Elk on time. The Town of Banner Elk shall not be responsible for late deliveries or mail delays. All proposals will be opened publicly.

\*\* The Town of Banner Elk strongly encourages all Minority and Women-Owned firms to participate and submit their Request for Qualifications. \*\*

## **TERMS AND CONDITIONS**

1. The Town of Banner Elk reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the Town of Banner Elk, or to award a contract to the next most qualified applicant if a successful applicant does not execute a contract within thirty (30) days after approval of the selection by the Town of Banner Elk.

The Town of Banner Elk reserves the right, and has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Town of Banner Elk.

2. The Town of Banner Elk reserves the right to request clarification of information submitted and to request additional information about one or more applicants.

3. Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the Town of Banner Elk the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

4. Proposals shall be sealed, and applicants should indicate on their proposal the following:

- Date of Award – \*December 20, 2024\*
- Name and Address of Applicant

5. Costs of preparation of a response to this request for proposals are solely those of the applicant. The Town of Banner Elk assumes no responsibility for any such costs incurred by the applicant. The applicant also agrees that the Town of Banner Elk bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

6. The applicant receiving the award will obtain or possess the following insurance coverages and will provide Certificates of Insurance to the Town of Banner Elk to verify such coverage.

A. Workers' Compensation – In accordance with statutory requirements.

B. Commercial General Liability – The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. With a limit of \$500,000 for each occurrence.

C. Business Automobile Liability – The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

D. Professional Liability (Errors & Omissions) – The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

7. The consultant awarded this contract must maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the latter of final grant closeout or final audit by OIG of any project work performed under contract resulting from this RFP. The Town of Banner Elk shall have access to all records, documents and information collected and/or maintained by others during the administration of the agreement. This information shall be made accessible at the awardees' place of business to the Town of Banner Elk, including the Town Clerk's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.

8. It is the intent of the Town of Banner Elk to enter into a one (1) year term contract, with a renewal clause for two (2) additional one (1) year renewal terms for services as described herein.

## **PROPOSAL FORMAT**

Applicants must respond in the format delineated below. The following information shall be tabbed to identify the required information. Failure to submit this information may render your proposal non-responsive.

### 1. QUALIFICATIONS OF THE FIRM.

The Respondent shall provide a narrative of the firm's qualities and capabilities that demonstrates how the firm will work with the Town of Banner Elk to fulfill the requirements of this Project. Describe the firm's methods of providing Mitigation support, Maintenance, Disaster Recovery, Application, Administrative, and Planning Services Outlined within the Scope of Work.

**Only past experience as the prime contractor with local governments will be considered.** Firm qualifications must include, at minimum, the following:

- A. Relevant Experience – Recent experience demonstrating current capacity and current expertise in assisting local governments in obtaining reimbursement from state and federal agencies following disaster events.
- B. Past Performance on Similar Projects - Provide at least three references for which the firm has performed disaster grant management and administrative services as prime contractor that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.
- C. Project Approach – Describe the approach and methodology it will use to accomplish the work herein. The project approach shall include information on schedule and availability where applicable.

### 2. QUALIFICATIONS OF THE STAFF.

Describe the composition and structure of the firm and include the names of people with an interest in the firm. Key project staff must be full-time employees of the proposing firm and have experience, working for the Proposer, in the requirements described within the Scope of Work.

- A. Key Staff – The Respondent shall include a list of the proposed staff that will perform the work required if awarded this contract and a summary of staff qualifications.
- B. Provide resume representative of staff likely to be assigned to this project.
- C. An organizational chart and management plan should be included in this section.

### 3. TECHNICAL APPROACH

Provide a description of the applicant’s approach to the project, to include startup procedures/requirements.

#### 4. COST PROPOSAL

Each applicant must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor costs will be billed to the Town of Banner Elk at cost without markup.

### **SELECTION CRITERIA**

This is not a bid. There will not be a public bid opening. Proposals will be evaluated based upon but not necessarily limited to the following criteria utilized to select the consultant awarded this contract. The Town reserves the right to reject all responses and readvertise if deemed appropriate:

<b>Criterion</b>	<b>Points</b>
Firm Scope and Capacity	20
Firm Qualifications on Similar Projects, including references	20
Staff Qualifications and Experience including demonstration of knowledge of FEMA/HUD regulations and procedures	15
Project Understanding and Approach	15
Knowledge of/ Past Work Experience for the Community and/or local resources	15
Cost Proposal	10
MWBE/SDVOSB/VOSB	5
<b>TOTAL</b>	<b>100</b>

### **SCOPE OF SERVICES**

#### 1. BACKGROUND

The Town seeks to protect its interests by securing the services of a qualified planning, development, and disaster recovery consultant group. The Town faces recurring threats of natural disasters like hurricanes and flooding, necessitating robust mitigation and disaster recovery strategies. The Town’s vulnerability underscores the critical need for a qualified planning and development consulting group specializing in mitigation and recovery. Such expertise is essential for crafting proactive measures to reduce risk, safeguarding infrastructure and enhancing community resilience. Moreover, a professional consulting group versed in disaster recovery can streamline post

event efforts, expediting restoration, and fostering long term recovery. Securing these services demonstrates the Town's commitment to proactive disaster preparedness and effective response, ensuring the safety and well-being of its citizens. The selected contractor, working closely with and at the direction of Town staff, will assist in strategically managing the project development and administration of any and all federal and/or state disaster programs related to declared emergencies, including but not limited to Hurricane Helene.

## 2. SCOPE Of WORK

The contractor will provide experienced personnel and resources to complete the following activities:

- A. Applicants Briefing and Kick-Off Meeting. – Attend meetings with the State/Federal agencies including applicant briefings, kick-off meetings and project specific discussions.
- B. Technical Assistance – Provide general financial management advice and assistance including but not limited to:
- Develop and support the ongoing activity of a disaster recovery team to manage the FEMA Public Assistance process.
  - Provide advice as to the disaster recovery team as appropriate and participate in meetings.
  - Provide advice as to the eligibility of facilities, work, and costs and develop justifications for presentation to the State of North Carolina and FEMA with regard to any issues which may arise.
  - Briefing purchasing, contracting and department personnel on requisite/purchasing procedures and documentation.
  - Provide technical assistance to departments having difficulty with their claims.
  - Draft Requests for Qualifications and prepare initial drafts of contracts meeting the qualifications for the appropriate grant administering entity
- C. Correspondence – Prepare correspondence to the State of North Carolina, FEMA, HUD, etc. on behalf of the Town as necessary; Prepare a program management plan; Prepare periodic reports to the Town as to the status of grant management progress and participate in all status meetings.
- D. Financial Tracking – Categorize, record, track and file costs on approved forms in support of the financial reimbursement process. Communicate with Town Departments on an as needed basis and maintain an up-to-date database of eligible labor, equipment, and materials costs as reported on Event Activity Tracking Forms to prepare daily reports to Town management.
- E. Financial Management – Assist with requesting immediate needs funding or grants based on estimates; development and tracking of plans for cash flow management and disbursements by State/FEMA; insurance evaluation,

documentation adjusting and settlement services; tracking project progress, expenditures, reimbursement requests and receipts.

F. Project Worksheet – Prepare Project Worksheets for Categories A-G for review by FEMA and the State ensuring that the scope of work is accurate and comprehensive, estimates are accurate, expenses are eligible and documented, and that projects are categorized as small or large in a manner that ensures prompt and sufficient reimbursement to the Town; Attend all meetings with the Town, State and FEMA (and/or other Federal agencies) to negotiate individual Project Worksheets as needed.

G. Repair and Restoration – Review the scope of work and bidding procedures of proposed damage repair/reconstruction work for compliance with FEMA requirements.

H. Documentation – Support departments with organizing reimbursable expenses. Review, maintain and ensure accuracy of documentation prepared by Town departments.

I. Reporting – Compile and summarize in FEMA approved format Category A through G costs for presentation to FEMA and the State and inclusion in project worksheets.

J. Compliance – Ensure the Town meets all deadlines imposed by FEMA and/or the State for documentation, appeals, completion of work, etc. If the Town disagrees with any FEMA determinations, make all reasonable efforts to resolve any such dispute and/or strategize and write appeals; Provide fully qualified subject matter experts to the Town in support of any legal action required as the result of an appeal; Review and advise on contract drafts and terms to meet compliance with the requirements of the applicable grant administering program.

K. Closeout – Preparation of closeout packages including final funding reconciliation, copies of required permits, exemptions or waivers, bid documents, change orders, improved project filings, compliance monitoring, and other documents required or useful for grant closeout review. Prepare all documentation for, and represent the Town in, all project closeout activities, Participate in exit conferences with the Town, State, and FEMA.

L. Audit – Upon completion of all projects and drawn down reimbursement for all eligible costs, finalize preparations for State and FEMA final inspections and audits.

M. Mitigation – FEMA 404 (HMGP) and 406 (PAP) Hazard Mitigation Services: Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects (Section 404 and 406). Develop hazard mitigation

proposals, cost benefit analysis (BCA). Prepare other hazard mitigation services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.

N. Community Development Block Grant – Provide knowledge, experience, and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24CFR 570 and modified or waived under Federal Register allocation of the CDBG funds. Conduct unmet needs assessment – particularly housing, infrastructure, and economy. Provide other HUD related technical assistance and consulting services as needed.

O. Other Grant Management Assistance – Provide other state and federal grant management services as needed. Assist the Town with the management and administration of other federal grant management programs not identified above.

P. FEMA Public Assistance (PA) Advisory Services

1. Develop a process/system to efficiently submit grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
2. Attend meetings with relevant local, state, and federal officials to address eligibility and process issues.
3. Provide knowledge, experience and technical expertise in dealing with federal and state regulations, specifically including, but not limited to, the Robert T. Stafford Disaster Relief and Emergency Assistance Act and familiarity with North Carolina Emergency Management and grant processing.
4. Proactively identify and resolve issues that may arise related to the funding of completed and forthcoming work.
5. Provide engineering, cost estimating, and architectural support, among other types of technical assistance.
6. Assess damage to public infrastructure components, transportation systems, and facilities.
7. Obtain, analyze and gather field documentation, including gathering relevant records (including timekeeping and assignment records) in order to extract pertinent information.
8. Review all data and supporting documentation to determine eligible adequate costs.
9. Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets, to include Cost Estimating, developing Detailed Damage Descriptions and Dimensions (“DDD”) and project Scope of Work (“SOW”).
10. Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act.
11. Evaluate alternate and/or improved projects.



12. Evaluate the appropriateness of the use of FEMA pilot programs including the Section 428 Public Assistance Alternative Procedures for Permanent Work and Debris Removal.
13. Review Project Worksheets (PW) to determine final eligible costs and third party refunds/ reimbursements.
14. Reconcile eligible costs and prepare PW versions.
15. Prepare first and second appeals, and work with the Town through any arbitration.
16. Monitor reconstruction efforts, reconcile change orders with PW scope of repair, and prepare progress payments.
17. Perform PW closeouts.
18. Prepare projects for audit.
19. Respond to audit findings, as required.

#### Q. Financial and Grant Management Support

1. Advise on FEMA's policies, regulations, practices and procedures and how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including contractor costs.
2. Provide general grant management advice.
3. Perform internal controls assessment.
4. Conduct pre-audit activities and prepare disaster recovery projects for audit.
5. Meet with Town/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services related to applicable regulations.
6. Prepare required reports, including the Public Assistance Quarterly Progress Report, for the State and FEMA, as needed.
7. Provide oversight of contractors' billing to ensure that they invoice in accordance with their contract, and that all costs eligible for the disaster grant funding are documented and claimed.
8. Categorize, record, track, and file costs in support of the financial reimbursement process.  
Track Project Worksheet status and status of payment from the State.
9. Assist in providing intergovernmental coordination and technical support, as well as identifying funding resources that may be available to assist in the long- term recovery process.
10. Collect Policies, Bid Tabs, Contracts, Agreements, etc.
11. Work with FEMA Project Specialist in compiling documentation for the Project Writers.
12. Perform analysis of labor vs equipment hours, etc.

#### R. HUD Community Development Block Grant Disaster Recovery

1. Provide knowledge, experience, technical competence, and oversight in the planning, administration, and implementation of eligible CDBG activities as identified in the Code of Federal Regulations (to include CDBG-DR funds).
2. Conduct assessments that identify housing, infrastructure, and the economic disaster recovery needs.
3. Develop and submit HUD required Action Plan for Disaster Recovery, Action Plan Amendments, performance reporting, and grant closeout.

**FEE SCHEDULE FORM**

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs (including travel, lodging, and per diem) will be billed to the Town of Banner Elk at cost without markup.

POSITIONS	HOURLY RATES
Project Executive	
Project Manager	
GIS Analyst	
GIS Technician	
Engineer I	
Engineer II	
Engineer III	
Planner I	
Planner II	
Planner III	
Senior Program Manager	
Program Manager	
Senior Grant Manager	
Grant Manager	
Recovery Management Specialist	
Community Development Planner I	
Community Development Planner II	
Construction Manager	
Construction Inspector	
Environmental and Historic Preservation Specialist	
Program Administrator	
Admin/Clerical Staff	

1. EXPENSES

Indicate any reimbursable expenses and their rates.

## 2. OTHER REQUIRED POSITIONS

Applicants may include other positions, with hourly rates and attach a job description for each position.

## 3. E-VERIFY

Pursuant to Session Law 2013-418, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Town requires an affidavit attesting to Contractor's compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

## **RIGHTS TO SUBMITTED MATERIAL**

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina Law) shall become the property of the Town when received and the entire proposal shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina Law and marked in bold "Confidential".

The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposal.

## **FINAL SELECTION**

A team, comprised of Town staff, will be responsible for the proposal evaluations. This team, in accordance with the criteria listed above, will evaluate all proposals received as specified. The Town team members, in applying the major criteria to the proposals, may consider additional sub-criteria beyond those listed, as may come to light through the review of the various proposals. During the evaluation period, the Town reserves the right to interview the top selected firms or all the responding firms. The Town's final selection will be the firm which, in the Town's opinion, is the most responsive and responsible, meets the Town's requirements in providing this service, and is in the Town's best overall interest. The Town maintains the sole and exclusive right to evaluate the merits of the proposals received.

Firms will be objectively evaluated based on their responses to the project scope outlined in the RFP. The written proposal should clearly demonstrate how the firm could best satisfy the requirements of Town.

Proposed costs quoted must be held firm for 90 days after the RFP is due. The Town reserves the right to make an award without further discussion of the proposal submitted. The Town shall not be bound or in any way obligated until

both parties have executed a contract. The Town also reserves the right to delay the award of a contract or to not award a contract. The RFP may be awarded by individual task or total proposal, whichever is most advantageous to the Town.

The general conditions and specifications of the RFP and the selected proposal, as amended by agreement between the Town and the Contractor including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Failure of the Contractor to perform as represented may result in elimination of the Contractor from competition or in contract cancellation or termination.

Town of Banner Elk Comprehensive Disaster Recovery Management Services

PROPOSAL CERTIFICATION

**Proposers Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

By Signing above, I Certify that I have carefully read and fully understand the information contained in this RFP; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted and have the authority to sign Proposal on behalf of my organization. It is the offeror's responsibility to assure that all addenda have been reviewed prior to proposal submission.

BY (Printed): \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

The proposer supplies the information recorded below for use in the preparation of the contract documents, in event of contract award:

1. Please indicate type of business organization:

(a) Proprietorship \_\_\_\_\_

(b) Partnership \_\_\_\_\_

(c) Corporation \_\_\_\_\_

(d) Limited Liability Co. \_\_\_\_\_

2. If business is a Corporation, please answer the following questions:

Name and title of officers, authorized by Corporate Resolution, who will execute the contract on behalf of corporation (generally President and Secretary).

\_\_\_\_\_  
Firm is incorporated in what state? \_\_\_\_\_

If firm is a foreign corporation, does firm have a certificate of authority from the North Carolina Secretary of State? \_\_\_\_\_

3. If business is a Partnership, please answer the following:

Name in full or all general partners and addresses: \_\_\_\_\_

Is this a limited or general partnership? \_\_\_\_\_

If a limited partnership, what is state of registration? \_\_\_\_\_

If business is a foreign limited partnership, does business have a certificate of authority from the North Carolina Secretary of State? \_\_\_\_\_

4. If business is a Proprietorship, please answer the following:

Name of Principal: \_\_\_\_\_

5. If business is a Limited Liability Company, please answer the following:

List the names and title of managers or member-managers who will execute the contract on behalf of the company? \_\_\_\_\_

What is state of organization? \_\_\_\_\_

If business is a foreign limited liability company, does business have a certificate of authority from the North Carolina Secretary of State? \_\_\_\_\_

6. If the company has an assumed name, please answer the following:

If the business operates under an assumed name, what is the assumed name?

\_\_\_\_\_

Has a certificate of assumed name been filed with the Register of Deeds? \_\_\_\_\_

If so, please provide the recording information:

Register of Deeds: \_\_\_\_\_ Deed Book \_\_\_\_\_ at Page \_\_\_\_\_.