

RFQ-20250331



Town of Banner Elk

Request for Qualifications

On Call Engineering Services to Include Engineering Services in Support of Disaster Recovery Projects and State & Federal Grant-Funded Projects

Date of Issue: March 31, 2025

Proposal Due Date: April 14, 2025

Direct all inquiries concerning this RFQ to:

Rick Owen, Town Manager

Phone: (828) 898-5398

Email: manager@townofbannerelk.org

PURPOSE

The Town of Banner Elk is soliciting sealed qualifications to provide “On Call” Engineering and Engineering Services in support of the following federal and state disaster recovery programs: Federal Emergency Management Agency’s (FEMA) Public Assistance (PA) Program including 404 & 406 Hazard Mitigation Support; North Carolina Department of Public Safety’s (NCDPS) Emergency Management Division (NCEM); United States Department of Agriculture’s (USDA) Natural Resources Conservation Service’s Emergency Watershed Protection Grant (NRCS-EWP). The Engineering Services required include assisting the Town with Grant Applications, Project Estimation, Project Design, Developing Scopes of Work and Specifications, Permitting, Contractor Procurement, Contractor Oversight, Project Administration and Documentation, and establishing Codes & Standards and Maintenance Programs as may be required as part of Grant Agreements or as may be requested by the Town of Banner Elk. The Town is trying to fully recover as quickly as possible from the effects of TS Helene, so time is of the essence regarding the required engineering services.

It is the intent of the Town of Banner Elk to seek all eligible reimbursement costs from FEMA PA and NCDPS NCEM to include FEMA funded 404 and 406 Mitigation projects, USDA’s NRCS-EWP Grants, and/or other federal or state grants that are currently or may become available to Non-Federal Entities (NFE) during the contract term. All documentation, administrative policies, and procedures required by current or future grant awards are explicitly incorporated into this contract.

The federal government is not a participant in the resulting contract between the Town of Banner Elk and the successful firm(s) and as such is not subject to any obligations or liabilities to the Town of Banner Elk, engineer/contractor, or any other party pertaining to any matter resulting from the contract.

INSTRUCTIONS TO PROPOSERS

Firms or companies desiring to provide services described in the Scope of Work shall submit sealed proposals clearly marked “RFQ-20250331” with an original, and three (3) complete copies, no later than 2:00 p.m., on April 14, 2025, to:

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

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

Respondents 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.

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 award multiple contracts, and reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposals which, in its sole judgment, best serve the interest of the Town of Banner Elk, or to award a contract to the next most qualified respondent if a successful respondent 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 respondents.
3. Any qualification submittal may be withdrawn by 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 the Town of Banner Elk with the services set forth in this Request for Qualifications, or until one or more of the contracts have been awarded.
4. Qualification submittals shall be sealed, and respondents should indicate on their submittals the following:

On Call Engineering and Engineering Services

RFQ-20250324

Date of Submittal – April 14, 2025

Name and Address of Respondent

5. The costs of preparing a response to this request for qualifications are solely those of the respondent. The Town of Banner Elk assumes no responsibility for any such costs incurred by the respondent. The respondent 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 respondent 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 coverages for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000 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 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 firm 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 RFQ. 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.

Furthermore, the successful respondent, their successors, transferees, assignees, and subconsultants acknowledge and agree to comply with applicable provisions governing FEMA or other granting agency access to records, accounts, documents, information, facilities, and staff.
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. The Town of Banner Elk acknowledges the fluctuating nature of prices. Therefore, a provision for a price increase will be available at the end of the second one (1) year renewal period if submitted to the Town of Banner Elk within 30 days of the contract renewal period. The contract hourly rates, through negotiation between the parties, may be adjusted based on the Engineering News Record Construction Cost Index for construction management and inspection services or other agreed upon index. Regardless of the Cost Index the maximum yearly increase shall not exceed 5% of the previous year's established rates. There will be no modifications to the rate structure prior to completion of a Task Order.

PROPOSAL FORMAT

Respondents 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.

Respondents shall not use the Department of Homeland Security (DHS) seal(s), logos, crest, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

1. QUALIFICATIONS OF THE FIRM

The Respondent shall provide a narrative of the firm's qualifications and capabilities that demonstrates how the firm will work with the Town of Banner Elk to fulfill the requirements of the various grant funded projects. Describe the firm's methods of providing engineering and engineering related services outlined within the Scope of Work. Firm qualifications must include, at minimum, the following:

- a. Relevant Experience: Recent experience demonstrating current capacity and current expertise in providing Engineering Services to local governments. Include

any recent experience providing Engineering Services in response to emergencies or disaster damaged infrastructure, including any experience in providing Engineering Services to local governments for state or federally funded projects and in pursuing reimbursement from state and federal agencies following disaster events.

- b. Past performance on similar types of Infrastructure Projects: Provide at least three references for which the firm has performed infrastructure Engineering Services. Although not required, preference will be given to experience providing disaster recovery related Engineering Services and assisting a local government with providing documentation in support of grant reimbursement services as the Engineer of Record that are similar to the requirements in the Scope of Work. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.
- c. Project Approach: Describe the approach and methodology the respondent will use to accomplish the work herein. The project approach shall include information on availability of resources to allocate to the Town. Project Approaches that consider and address the need to expedite the required Engineering Services will be given preference.

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. Project staff assigned to the Town of Banner Elk projects must have experience 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 resumes of staff that will be assigned to this project.
- c. An organizational chart and management plan should be included in this section. Include any subconsultants proposed to be used for the various projects

3. SUB-CONSULTANT(S)

If any sub-consultants are used for the various projects, the successful firm shall provide to the Town of Banner Elk a list of names of any of the intended sub-consultants, their applicable license number(s) and a description of the work to be done by each sub-consultant. The successful firm shall not substitute other sub-consultants without the written consent of the Town.

The successful firm shall be responsible for all services performed by a sub-consultant as though they had been performed by the successful firm. Responsibilities include, but are not limited to, compliance with applicable licensing regulations.

If at any time the Town determines that any sub-consultants is incompetent or undesirable, the Town shall notify the successful firm accordingly, and the successful firm shall take immediate steps for termination and replacement of the sub-consultant.

Nothing contained in any contract resulting from this RFQ shall create any contractual relationship between any sub-consultant and the Town of Banner Elk.

It shall be the successful firm’s responsibility to ensure that all terms required in the attached contract are incorporated into all subcontracts.

4. TECHNICAL APPROACH

Provide a description of the respondent’s approach to the project, to include startup procedures, documentation control, engineering quality assurance/quality control system, and schedule deviation avoidance plan.

5. HOURLY RATE SHEET

Each respondent must provide a copy of the hourly billing rates charged by your firm for each position type and any reimbursable expenses.

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.

Criterion	Points
Firm scope of services offered and capacity	25
Firm qualifications on similar projects, including references	25
Staff qualifications and experience including demonstration of knowledge of funding agencies regulations and procedures	15
Project understanding and approach	15
Knowledge of/past work experience for the community and/or local resources	15
MWBE/SDVOSB/VOSB	5
TOTAL	100

SCOPE OF SERVICES

The Town seeks to protect its interests and meet the requirements of the funding agencies by securing the services of a qualified engineering firm/practice. The Town has experienced a wide range of damages as a result of the recent Federally Declared Disaster, DR 4827 NC. These damages include but are not limited to slope failures, roadway and culvert washouts, small bridge washouts, drainage systems, buildings, parks, and pedestrian/greenway trails. As required by the federal and state agencies providing grant funds to the Town of Banner Elk, the services of a qualified (North Carolina Registered Engineer/Architect as provided for in North Carolina General Statutes Chapter 83.A and 89C) engineer are necessary to provide detailed damage estimates, design, provide specifications, plans, drawings, and construction oversight on projects utilizing public funds.

The scope of services provided under this contract will be “on call” and initiated by the Town of Banner Elk by a duly authorized and executed Task Order for each project requested. The

selected engineering firm, in close collaboration with Town staff and its designated representative, will support the development of damage estimates and project scopes, provide engineering and construction cost estimates, and assist in preparing construction procurement documents for all federal and state disaster programs related to declared emergencies. This includes, but is not limited to, Hurricane Helene (DR 4827) and any additional engineering services requested by the Town throughout the duration of this contract.

SCOPE OF WORK

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

1. **Technical Assistance:** Provide engineering services and assistance including but not limited to:
 - a. Develop and support the ongoing project activity associated with the Town's disaster recovery, including providing detailed damage estimates, project scopes, and cost estimating in support of the FEMA Public Assistance process.
 - b. Provide engineering and technical assistance to the Town and disaster recovery team as may be requested and participate in project-specific formulation strategies and meetings.
 - c. Provide engineering support as requested in support of damaged infrastructure, facility structures, individual facility components, development of contractor methods and scopes of work, and engineer's cost estimate for presentation to the various funding agencies to include but not limited to State of North Carolina, FEMA and USDA.
 - d. Providing the Town project design, plans and specifications, drawings, and other project documents in support of repair/construction projects, permits, proposed project schedules, and bid schedules for projects as may be requested through a duly executed Task Order.
 - e. Provide engineering technical assistance (responses) to project reviews/requests for information from FEMA's Consolidated Resource Center (CRC).
 - f. Draft Requests for Proposal/bid procurement documents and contracts for various contract scopes of work, specific to and meeting the requirements of the appropriate grant administering entity, as may be requested by the Town.
2. **Meetings:** Attend meetings as may be requested with the Town of Banner Elk Council, state/federal agencies, and the Town's emergency management consultant.
3. **Correspondence:** Prepare biweekly reports to the Town as to the status of all projects, including but not limited to schedule and cost.
4. **Financial Tracking:** Categorize, record, track and file costs on mutually agreed upon forms in support of the financial reimbursement process as prescribed by the grant administering entity. Invoices submitted by the Engineer must contain enough detail to enable the costs to be split up into different FEMA projects. The Town's emergency management consultant can assist the Engineer with this requirement. This requirement is vital in recovering the costs of these Engineering Services from FEMA for each project that is worked on.
5. **Communicate with Town Departments and its authorized representative on an as needed basis and maintain an up-to-date database of eligible labor, equipment, materials, and sub-**

contractor costs to be reported to the Town of Banner Elk at an on-site, monthly project status meeting held at the Town Hall at a mutually agreed upon time and date.

- a. Project Worksheets: Assist the Town of Banner Elk in review of FEMA/State developed Project Worksheet scopes and costs regarding engineering standards, and state and local building codes for Categories B through G. Ensure that scopes of work are complete, accurate and comprehensive. Attend meetings when requested with the Town, State and FEMA (and/or other Federal agencies) to negotiate or substantiate individual Project Worksheet's scope and cost as needed.
6. Repair and Restoration: Review the scope of work and bid schedules of proposed damage repair/reconstruction work for compliance with state and local requirements.
7. Documentation: Review, maintain and ensure accuracy of documentation provided or prepared by Town departments.
8. Reporting: Compile and summarize each Category B through G authorized projects cost in a mutually agreed upon format for presentation to FEMA and the State and inclusion in project closeout documentation.
9. Compliance: Ensure the Town meets all FEMA and state-imposed deadlines for project completion, engineering documentation, permitting, and appeal responses. Assist in drafting engineering narratives for FEMA appeals. Additionally, review and provide guidance on contract drafts and terms to ensure compliance with local and state codes, as well as the requirements of the applicable grant-administering entity, while identifying any discrepancies.
10. Closeout: Preparation of project 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 if requested, assist the Town in exit conferences with the State, FEMA, USDA, or other grant agencies.
11. Audit: Upon completion of all projects and drawn down reimbursement for all eligible costs, finalize preparations for State and FEMA final inspections and audits.
12. Mitigation: Assist as may be requested in identifying, developing, and evaluating the technical feasibility for hazard mitigation projects including, but not limited to, FEMA 404 (HMGP) and 406 (PAP) programs. Develop hazard mitigation engineer's cost proposals and assist the Town's emergency management consultant with the development of cost benefit analysis (BCA).
13. Other Engineering Services Assistance: Provide other state and federal grant management engineering services as needed. Assist the Town with engineering services associated with or required in the project development and construction management of other federal grant programs not identified above.
14. FEMA Public Assistance (PA) Engineering Services
 - a. Attend meetings with relevant local, state, and federal officials to address engineering requirements and project construction cost and permit issues.

- b. Provide knowledge, experience and technical expertise in dealing with federal and state engineering and construction regulations.
- c. Proactively identify and resolve issues that may arise related to the design, construction and permitting of a project.
- d. Provide engineering, cost estimating, geotechnical and architectural support, among other types of technical assistance as may be required to design and execute a project.
- e. Assess damage to public infrastructure components, transportation systems, and facilities.
- f. Obtain, analyze and gather field documentation, including geotechnical evaluations and testing in order to evaluate pre-existing conditions that would impact design and development of the project, and, contractor quality assurance/quality control records, to ensure compliance of plans and specifications.
- g. Review all data and supporting field documentation to develop the engineer's cost estimate for the project.
- h. 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).
- i. Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act.
- j. Evaluate alternate and/or improved projects.
- k. Review Project Worksheets (PW) to determine final eligible costs.
- l. Reconcile eligible costs.
- m. Assist in preparing first and second appeals, and work with the Town through any arbitration.
- n. Monitor reconstruction efforts, reconcile change orders with PW scope of repair, and prepare contractor progress payments.
- o. Prepare projects construction and engineering cost for audit.
- p. Respond to audit findings, as requested.

15. Financial and Grant Management Support

- a. Advise on regulations, practices and procedures and how to track costs, including engineering and contractor costs.
- b. Meet with Town/State/Federal representatives in connection with the contracting and cost accounting services related to the projects.
- c. Assist in preparing required reports, including the Public Assistance Quarterly Progress Report, for the State and FEMA, as needed.
- d. 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.

- e. Categorize, record, track, and file contractor project costs in support of the financial reimbursement process.
- f. Collect Policies, Bid Tabs, Contracts, Agreements, etc.
- g. Work with the Town in compiling contractor and engineering documentation for the Project Writers.

EXPENSES

Indicate any reimbursable expenses and their rates.

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. The 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 RFQ, and all reports, charts, and other documentation submitted by the Respondents (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 Respondent 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 Respondent of the conditions contained in this Request for Qualifications.

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 RFQ. The written proposal should clearly demonstrate how the firm could best satisfy the requirements of Town.

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 RFQ may be awarded by individual task or total proposal, whichever is most advantageous to the Town.

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

Town of Banner Elk On Call Engineering Services

PROPOSAL CERTIFICATION

Proposers Signature: _____

Date: _____

By Signing above, I Certify that I have carefully read and fully understand the information contained in this RFQ; 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:

Proprietorship _____

Partnership _____

Corporation _____

Limited Liability Co. _____

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

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

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

Name of Entity: _____

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

List the names and titles of managers or member-managers who will execute the contract on behalf of the company.

What is the 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: _____.