



Town of Banner Elk

Request for Qualifications

**Architectural & Design Services
Police Department Renovation and Design Project**

**Date of Issue: June 15, 2026
Proposal Due Date: June 30, 2026**

**Direct all inquiries concerning this RFQ to:
Kevin Hodges, Police Chief
Phone: (828) 898-5398
Email: khodges@townofbannerelknc.org**

PURPOSE

The Town of Banner Elk is soliciting sealed qualifications to provide professional design services for the renovation of the Police Department facility located at 264 Culver St.

This request for qualifications (RFQ) solicitation does not commit the Town of Banner Elk to award a contract, to pay any cost incurred in the preparation of this proposal, or to procure or contract for these services. The Town utilizes a “qualifications-based” selection process without consideration of fee during the initial phase in hiring engineering & architectural firms.

OVERVIEW

The Town of Banner Elk was heavily damaged during tropical storm Helene. One of the primary damaged facilities was the Town's Police Department. The Town cannot reoccupy the damaged building and in turn is planning to repurpose and utilize another town-owned facility for a new Police Department location. The Town has received a \$2,000,000 grant through North Carolina Department of Public Safety Disaster Relief and Mitigation Fund to assist with the project cost. The Town may receive additional funding through FEMA or other grant agencies.

The Town seeks professional services related to the renovation of the new location into a purpose designed Police Department. This will allow for a new operational space for the department outside of the flood zone, it will improve officer safety, operational efficiency and service to the public. The building being renovated was formerly an elementary school building. The portions of the building were previously classrooms and cafeteria areas.

The project will include renovation, reconfiguration, Intox room, interview room, gym, locker room, office space, secure evidence storage, ADA compliance, system modernization, controlled access, and an emergency operations center.

The renovation plan will need to take into consideration some portion of the facility to remain operational during construction.

SCOPE OF SERVICES

Scope services should be considered to include but may not be limited to facility assessment, programming, schematic design, design development, construction documents, cost estimating, permitting assistance, bidding support, and construction administration.

Time is of the essence for design services to allow for adequate time for contracting and construction of the project within grant requirements.

MINIMUM QUALIFICATIONS

Experience with law enforcement/public safety facilities.

Familiarity with NC codes and public construction laws.

Licensed in North Carolina.

Experience with secure and occupied facilities.

INSTRUCTIONS TO PROPOSERS

Firms or companies desiring to provide services described in the Scope of Work shall submit sealed proposals clearly marked “RFQ-20260615-PD” with an original, and four (4) complete copies, no later than 3:00 p.m., on June 30, 2026, to:

Town of Banner Elk

Kevin Hodges RFQ-20260615-PD
200 Park Avenue
Banner Elk, NC 28604

Responses 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 proposal 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 respondent 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.

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 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. Any respondent requests for clarification of terms may be responded to by the Town of Banner Elk in their sole discretion. If any such clarification is issued by the Town of Banner Elk such responses shall be available on the Town's website or upon request by any respondent no less than two days prior to the deadline for bid submissions upon request by respondent to the Town Manager.

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:

Architectural & Design Services
RFQ-20260615-PD
Date of Submittal – June 30, 2026
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 not less than \$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 closeout of any grant or final audit 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. Respondent, its employees, and subcontractors must not be debarred from federal procurement.
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 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.

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.

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 complete the project and fulfill the requirements of any grant funding received for the project. Describe the firm's methods of providing 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 Services to local governments. Include any recent experience providing Services in response to emergencies or disaster damaged infrastructure, including any experience in providing Services to local governments for state or federally funded projects and in pursuing reimbursement from state and federal agencies.
- b. Past performance on similar types of Infrastructure Projects: Provide at least three references for which the firm has performed Design Services. Although not required, preference will be given to experience providing Services and assisting a local government with providing documentation in support of grant reimbursement 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 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 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 project.

3. SUB-CONSULTANT(S)

If any sub-consultants are used for the 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 firm awarded this contract. The Town reserves the right to reject all responses and readvertise if deemed appropriate.

EVALUATION CRITERIA

- Firm scope of services offered and capacity
- Firm qualifications on similar projects, including references
- Staff qualifications and experience
- Project Understanding and Approach
- North Carolina Experience

SCOPE OF WORK

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

Facility assessment, programming, schematic design, design development, construction documents, cost estimating, permitting assistance, bidding support, and construction administration.

Time is of the essence for design services to allow for adequate time for contracting and construction of the project within grant requirements.

FUNDING AND GRANT COMPLIANCE REQUIREMENTS (DRMF)

A. General Compliance

This project may be funded in whole or in part through the North Carolina Disaster Relief and Mitigation Fund (DRMF). The selected firm shall comply with all applicable federal, State of North Carolina, and local laws, regulations, and grant requirements.

The firm agrees to cooperate fully with the Town in meeting all funding and reporting obligations.

B. DRMF (Disaster Relief and Mitigation Fund) Requirements

The selected firm shall comply with all applicable requirements of the North Carolina Department of Public Safety – Emergency Management Division, including:

- Eligible use of DRMF funds
- Project documentation and reporting requirements
- Coordination with state representatives and grant administrators
- Adherence to project scope and budget as approved by the funding agency

C. State of North Carolina Compliance

The firm shall comply with all applicable North Carolina requirements, including:

- North Carolina General Statutes for public contracting
- North Carolina State Building Code
- NC Office of State Budget and Management (OSBM) grant compliance requirements (if applicable)

D. Minority Business Participation (HUB)

The firm shall make good faith efforts to comply with:

- NCGS §143-128.2 (Minority Business Participation)

Documentation of outreach and participation efforts may be required.

E. Recordkeeping and Audit

The selected firm shall:

- Maintain all project and financial records for a minimum of five (5) years after project completion
- Provide access to records for audit by the Town, State of North Carolina, or other oversight entities
- Participate in any required audits or compliance reviews

F. Certifications

Prior to contract execution, the selected firm may be required to submit:

- E-Verify Certification (NCGS §143-133.3)
- Iran Divestment Act Certification (NCGS §147-86.59)
- Non-collusion affidavit
- Any additional DRMF or state-required certifications

EXPENSES

Indicate any reimbursable expenses and their rates.

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 - Architectural & Design Services
Police Department Renovation and Design Project

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: _____.