



**Town of Princeville
Disaster Recovery Consulting Services
Request for Proposal (RFP)**

Purpose: The Town of Princeville, NC seeks the professional services of a well qualified disaster recovery consulting firm or project team. The person, firm, or project team selected will possess a minimum of 5-7 years of professional disaster recovery services or project management experience with an emphasis on flood hazard recovery and mitigation projects.

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| Advertise RFP | 10/14/2020 |
| RFP questions deadline | 11/4/2020 |
| RFPs Due | 12/9/2020 |
| Proposal Selection | 12/16/2020 |
| Selected Firm Services Selection | 12/30-1/30 |

1. **Introduction:** Princeville, N.C., is a town of about 2,200 people, pre-Hurricane Matthew. About 450 homes were destroyed during the hurricane and subsequent flooding, and an estimated 80 percent of the town was underwater. Founded in 1865 as Freedom Hill, Princeville is the first town founded by freed slaves in the United States. Though surrounded by a levee built in the 1960s, Princeville was affected by two storms less than 20 years apart that overtopped those defenses: Hurricane Floyd in 1999 and Hurricane Matthew in 2016. The dike level in Princeville is 37 feet. Hurricane Matthew produced 36.1 feet of water, enough to swell from the sides into town.

Currently, the Town has several recovery projects underway that including: Town Hall rehab and mitigation, Museum rehab and mitigation, Senior Center reconstruction, and stormwater system repair. Future projects include levee flood gate and flood way repair, infrastructure for 53 acres; and, relocation of fire station and DPW facility.

2. **General:** The Town is governed by a Council/Manager form of government. The Town Commissioners is an elected body consisting of the Mayor and four commissioner members. The Town Manager is responsible for all functions of Town government. The organization is divided into functional departments and divisions reporting directly to the Town Manager.

3. **Services.** The Disaster Recovery Consulting services shall provide technical assistance to The Town Manager or designee. The selected firm or individual will demonstrate an extensive knowledge of the operational and regulatory aspects of FEMA other agency public assistance programs and have a minimum of 5-7 years experience in managing state and federal recovery

operations, or equivalent experience commensurate with the ability to perform the necessary administrative duties.

4. Scope of Work: General Objective: To maximize eligibility and reimbursement of ALL aspects of the recovery program

- A. Attending meetings with FEMA, HUD, NCEM, NCORR, OSMB and other agencies in conjunction with and on behalf of the Town related to continuing Hurricane Matthew recovery projects.
- B. Collaborating with all recovery stakeholders on recovery project formulation, including damage assessments (field team assessment of damages including a comprehensive list of damaged structures, contents, etc.). Information gathering (photo-document damages, gather records, drawings, insurance policies, historical photos/videos, etc.); project development (define both small and large projects' scope, size, and damages, including cost estimating that will be the basis of each Project Worksheet); project submittals (draft and submit small and large project PWs to FEMA).
- C. Proactively identifying opportunities to maximize Public Assistance and Post-Disaster Mitigation funding within the current regulatory framework.
- D. Advising the Town of all available federal and state assistance programs including, but not limited to, FEMA, CDBG-DR, HMGP, CDBG-BUYOUT, COVID-19, etc.
- E. Providing oversight and advice to the Town relative to Hazard Mitigation.
- F. Coordinating and manage deliverables with FEMA.
- G. Assisting the Town with FEMA and/or other federal grants quarterly reporting.
- H. Generating time extension requests to FEMA and other federal or state grantors whenever necessary so that eligibility is not jeopardized.
- I. Providing guidelines for Town staff for submitting existing documents to best suit the documentation requirements of FEMA and other federal and state agencies.
- J. Assisting in resolving insurance and possible duplication of funding issues.
- K. Assisting in providing the necessary legal documents for proper filing and reporting submissions.
- L. Advising the Town staff on document retention strategies.
- M. Coordinating with the Town staff in obtaining all cost and necessary backup documentation to develop, revise, and submit Project Worksheets when needed.
- N. Tracking status of FEMA and other agency reimbursements and serve as a liaison between FEMA, other agencies, and the Town.
- O. Advising the Town and managing on the closeout process.
- P. Assisting the Town in responding to Requests for Information from FEMA and other agencies.
- Q. Advising Town staff members on handling issues, conflicts, or appeals with FEMA and state agencies.
- R. Providing detailed and periodic management reports on the status of project completion relative to Project Worksheets: including contract development, pre-construction and design activities, revisions, submissions and approvals, open issues, financial overview, etc.
- S. Assisting with submittals of appeal or clarifications to FEMA, if necessary.
- T. Assist the Town in providing Cash Management reports showing the projected schedule for reimbursement requests and the actual status of reimbursements received.

- U. Assisting the Town in searching and securing additional funding resources for recovery projects to include processing of all paperwork and tracking documents.
- V. Providing the Town staff accurate and current analysis on FEMA and other agencies regulations and best strategies for seeking reimbursements and possible grants.
- W. Advising, counseling, and coordinating Town staff efforts of perfecting overall public assistance and disaster recovery response.
- X. Providing required accounting and financial management assistance around disaster recovery and project management.
- Y. Providing procurement assistance to Town assuring procurement processes compliance in adhering to FEMA, NCORR, HUD federal grants recovery criteria.
- Z. Coordinating and interfacing with engineering and design firms in efforts for the repaid and or reconstruction of damaged infrastructure complying with FEMA eligibility and cost reasonableness, including oversight of the repair and reconstruction efforts according to FEMA's Public Assistance grant regulations.
- AA. Assisting the Town with insurance optimization by working with insurance carriers to optimize coverage relating to the disaster, while also making recommendation regarding limits, scope, and deductibles.
- BB. Assisting the Town with minimizing risks and avoiding duplication of benefits (DOB) jeopardies.

5. Performance and Proposal: Selected firm must clearly illustrate that the firm or project team has the personnel, experience, and knowledge necessary to qualify as a selected firm for all duties and responsibilities enumerated as required within this RFP. Selected firm or project team warrants that all services performed under this RFP shall be performed consistent with state and federal rules and regulations as well as generally prevailing professional best practices and industry standards.

6. Confidentiality: During the work service contract under this agreement, the selected firm may encounter confidential information of the Town, residents, property owners, or citizens. The selected firm agrees to treat as confidential the information or knowledge that becomes known to the selected firm during performance of this agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the Town. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. The selected firm shall promptly notify the Town of any misuse or unauthorized disclosure of its confidential information. And upon termination or expiration of this agreement the selected firm shall return to the Town all confidential information in their possession or control. Further, the selected firm shall comply with all the Town's information dissemination and cybersecurity policies that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this agreement or the engagement of contractors without the prior written approval of the Town.

7. Auditor: The selected firm understands that acceptance of funds under contract with the Town constitutes acceptance of the authority of the State of North Carolina Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with these funds. Selected firm agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The

selected firm will include this provision in all contracts with permitted subcontractors.

8. Indemnification: The resulting executed contract from this RFP will contain the following language: It is further agreed that the selected firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the Town as well as its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Selected firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the Town, any other party indemnified hereunder, the Selected firm, or any third party.

9. Conflicts of Interest: The selected firm warrants, represents, and agrees that the selected firm presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Selected firm's performance of the Services hereunder. The Selected firm further warrants and affirms that no relationship or affiliation exists between Selected firm and the Town that could be construed as a conflict of interest about this Agreement.

10. Licenses/Certifications: Selected firm agrees to obtain, at its own cost, all approvals, licenses, filings, registrations, and permits required by federal, state, or local laws, regulations or ordinances, required for the performance of the services under this RFP and subsequent contracts. The selected firm shall be a NC licensed enterprise.

11. Contract Terms and Conditions: The contract from this RFP is for one (1) year initial term, with the possibility of an additional one-year (1) renewal term, upon the mutual agreement of both parties. All rates/fees shall be fixed for the contract term, and for any subsequent renewal terms – there will be no provision for price adjustments at any renewal, as the annually renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion.

12. Compensation: The Selected firm shall be paid monthly for the services under this RFP and accompanying contract but there shall be no reimbursable expenses, including travel, as set forth in this agreement. Service invoice shall be submitted the 1st of each month. Selected firm must submit invoices for all services, invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If the Town disapproves any amount submitted for payment by Selected firm, the Town shall give Selected firm specific reasons for disapproval in writing. Upon resolution of any disputed charges, Selected firm shall submit an amended invoice covering any remaining charges to the Town. The selected firm agrees to a fixed rate schedule on a per hour basis as identified per employee. Invoices must be itemized in some detail with project name, employee, description of specific services rendered, hourly rate, and total hours devoted to the project for that month.

13. Additional Expenses: The selected firm shall not incur expenses outside the scope of the agreement from this RFP. This is a lump sum project invoiced monthly.

14. Term and Termination: This agreement shall exist within the terms of a contract emanating from this RFP. The agreement may be terminated by either party upon thirty (30) days written notice or immediately by Town in the event of breach by Selected firm. The Town may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the Selected firm. Upon such termination, the Town shall pay Selected firm, at the rate set out in the agreement for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, the Town will not be required to pay or reimburse Selected firm for any services performed or for expenses incurred by Selected firm after the date of the termination notice that could have been avoided or mitigated by Selected firm.

15. Project Listing: Floodgate, Stormwater, District 6 (water/sewer) County, Levee (United States Army Corps of Engineer USACE), Town Hall, Senior Center, Museum, 53 acres (phased), 88 acres, Flood print plan, and Farmer's Market.

Minimum Qualifications

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| Solid Project Approach |
| Project Team Experience |
| Familiarity with NC & Region |
| Project Team Capacity |
| References of Recent Projects |
| Minority HUB Firms |

Questions

All questions must be submitted in writing to Dr. Glenda Knight, Town Manager and submitted to gknight@townofprinceville.com or 201 S. Main St, P.O. Box 1527; Tarboro, NC 27886.

Proposal Due

Proposal must be received by 2 pm, local time, at 12/9/2020.

Mailing address: 201 S. Main St, PO Box 1527; Tarboro, NC 27886.

Physical address: 3003 N. Main St; Tarboro, NC 27886.

