



# **Town of Kure Beach, North Carolina**

Request for Proposals  
for

Disaster Debris Collection and Disposal Services

RFP No. 2025-03

**Advertisement Dates:**

July 14, 2025 – August 4, 2025

**Proposals Due: August 4, 2025 at 2:00 P.M. Local Time**

**Town of Kure Beach  
117 Settlers Lane  
Kure Beach, NC 28449**

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## Section 1.0 – Introduction

### 1.1 Overview

The purpose of this Request for Proposals (RFP) is to position the Town of Kure Beach (Town) with access to a qualified on-call service provider (Contractor) of debris collection, reduction, disposal, and other ancillary services should a disaster or other event requiring such services occur. The Town intends to enter into an agreement with a qualified, responsive Contractor, price and other factors to be considered, that represents the best overall value to the Town.

The Contractor must have experience and demonstrable knowledgeable with Federal Emergency Management Agency (FEMA) and other governmental agencies's regulations and guidelines pertinent to disaster recovery programs, debris collection and disposal, and Stafford Act Public Assistance claims. The Contractor shall be required to provide as-needed support to the Town in response to disaster events.

### 1.2 Minimum Qualifications

The Contractor must meet the minimum requirements outlined below to be considered a responsive vendor:

- Obtain a license or be currently licensed to do business in the State of North Carolina.
- Demonstrated knowledge and experience with FEMA recovery programs.
- Demonstrated minimum five (5) years' experience in debris collection and disposal disaster recovery activities.
- Demonstrated ability to provide owned equipment.
- Contractor must be able to provide at least three (3) references for municipal projects of similar scope and services.
- Contractor must meet and maintain minimum insurance requirements.

### 1.3 Schedule

It is the Town's intent to adhere to the following schedule. All times listed below are in Eastern Daylight Time (EDT). A vote by Town Council to award the contract may take place in a meeting at any time after the opening of the proposals on August 4, 2025.

Task	Date	Time
Public Advertisement	July 14, 2025	N/A
Question Deadline	July 21, 2025	2:00 PM
Addenda Release Deadline (if necessary)	July 25, 2025	2:00 PM
Proposal Submission Deadline	August 4, 2025	2:00 PM
Opening of Proposals	August 4, 2025	2:01 PM

#### 1.4 Point of Contact

All communication concerning this RFP should be issued in writing, contain the RFP number and description in the subject line, and be directed solely to the point of contact at the email address below. To ensure they receive all relevant communications pertaining to this RFP, Contractors are encouraged to request inclusion on the Town's interested parties list.

Name: Mandy Sanders

Title: Director of Administration

Email: [m.sanders@townofkurebeach.org](mailto:m.sanders@townofkurebeach.org)

#### 1.5 Contract Term and Renewal

It is the intent of the Town to secure a contract for an initial term of three (3) years with mutually agreeable options for two (2) one (1) year renewals. The maximum contract term will be five (5) years. Extensions, if agreed upon, will incorporate the same terms and conditions of the original contract plus any amendments.

#### 1.6 Cooperative Services

For the term of the contract, and any mutually agreed extensions pursuant to this RFP, the Town may authorize use of this procurement by other local agencies that may otherwise be adversely affected without access to the services contracted. The Town reserves the right to ensure all Town needs are satisfied before extending use of this procurement to other local agencies. Local agencies will be required to do their own due diligence and execute their own separate contract directly with the Contractor.

#### 1.7 Irrevocable Offer

The Contractor commits that a proposal offered in response to this solicitation guarantees a firm and irrevocable offer for a period of thirty (30) days from the date of submission deadline. This period may be extended by the Town as necessary to facilitate contract award.

#### 1.8 Conflict of Interest

A Contractor shall confirm that it presently has no interest and shall not acquire any interest, directly or indirectly, that would conflict in any manner or degree with the performance of the services required to be performed under the contract.

#### 1.9 Disadvantaged and Small Business Enterprises

The Town is committed to fostering the development and economic growth of small and disadvantaged business enterprises. To this end, participation by small and disadvantaged business enterprises in this solicitation as both prime contractors and subcontractors is encouraged.

### 1.10 Provisions for Federally Assisted Projects

FEMA and other federal agencies provide disaster-related assistance through various financial assistance programs. These programs require compliance with one or more applicable laws including laws governing procurement procedures. Section 5.0 of this RFP includes the required provisions pertaining to this solicitation.

## Section 2.0 – Procurement Process and Proposal Requirements

This section includes general instructions designed to ensure all Contractors understand the procurement process for this RFP and develop proposals in a format acceptable to the Town.

### 2.1 Question Submission

Contractors are encouraged to submit questions or requests for clarification to ensure a full understanding of the proposal requirements and the scope of services requested. Questions must be directed to the point of contact identified in Section 1.4 and in adherence with the schedule outlined in Section 1.3.

### 2.2 Addenda

If the Town finds it necessary to supplement, clarify, or modify any portion of this RFP, a written addendum will be issued to interested parties and incorporated into the bidding docs. Contractors will be required to acknowledge receipt of any addenda and include the addenda acknowledgement form(s) with their proposal.

### 2.3 Reserved Rights

The Town reserves the right to accept or reject all proposals, with or without cause, when doing so is perceived to be in the best interest of the Town. The Town reserves the right to waive technicalities or request additional information or clarification from Contractors. The Town reserves the right to accept the proposal which, in its sole judgement, best serves the interest of the Town. This RFP does not constitute a guarantee from the Town.

### 2.4 Contract

It is the intent of the Town to award a contract to the Contractor submitting the lowest, responsive, and responsible proposal. Contractors should review the provisions of Section 6.0 herein regarding the resulting contract and the additional terms and conditions that shall be set forth therein. Contractors are not permitted to modify terms or conditions of the resulting contract and any effort to suggest or otherwise do so may be grounds for disqualification.

### 2.5 Evaluation Criteria

Contractors will be evaluated by a review panel and scored against weighted criterion. Contractors will be evaluated on their past project experience, assigned project personnel, their demonstrated understanding of the scope of services, references, and the costs associated with their proposed effort. The table below provides factors for each of the scoring criteria:

Criteria	Weight
Firm Qualifications and References	20
Past Project Experience	20
Key Personnel	20
Project Understanding and Approach	30
Cost Proposal	10
<b>TOTAL</b>	<b>100</b>

## 2.6 Submission Requirements

Contractors are required to follow the submission requirements including proper adherence to proposal quantities, page limitations, and formatting. Deviation from these requirements may cause proposals to be deemed nonresponsive.

- **Quantity** – Contractors must submit one (1) hard copy and one (1) digital copy of their proposals to the Town. Hard copies may be mailed, shipped, or hand delivered to the point of contact, Mandy Sanders, Director of Administration, 117 Settlers Lane, Kure Beach, NC 28449. Digital copies may be emailed to Ms. Sanders at [m.sanders@townofkurebeach.org](mailto:m.sanders@townofkurebeach.org).

Proposals must be received by Ms. Sanders no later than 2:00 PM on August 4, 2025.

- **Page Limits** – Contractor proposals are limited to no more than sixty (60) pages excluding the required forms. Each section's page limits are further defined in Section 2.8 Proposal Layout.
- **Text and Page Format** – A page is defined as one (1) 8 ½" by 11" piece of paper with text on one side. All body text must be in a font size no smaller than 10.

## 2.7 Preparation Costs

All costs associated with the development, production, and delivery of a Contractor's proposals are solely those of the Contractor. The Town will not reimburse any Contractor for expenses incurred during this procurement process. The Contractor also agrees that the Town bears no responsibility for any costs associated with administrative or judicial proceedings resulting from this solicitation process.

## 2.8 Proposal Layout

Contractors are required to follow the proposal layout defined below to enable ease of review and evaluation of responsiveness. Deviation from this format may cause proposals to be deemed nonresponsive.

- **Executive Summary/Letter** – Provide an introduction to the Contractor, summarize the proposal, and identify point of contact and authorized signatory. (2-page limit)

- ***Table of Contents*** – Provide a table of contents that identifies each section of the proposal and the corresponding page numbers. (1-page limit)
- ***Section 1. Firm Qualifications and References*** – Provide evidence that the Contractor meets the minimum qualifications identified in Section 1.2 and include a minimum of three (3) references from clients whom the Contractor has provided similar services in the past five (5) years. Include the name of the client, contact information, contract term and value, and services provided. (10-page limit)
- ***Section 2. Past Project Experience*** – Provide a detailed summary of similar projects performed in the past five (5) years. Include the name of the client, the event/FEMA declaration, and a detailed description of the services provided. (10-page limit)
- ***Section 3. Key Personnel*** – Provide an organization chart and brief one (1) page resumes for all key project personnel. (20-page limit)
- ***Section 4. Project Understanding and Approach*** – Provide a comprehensive understanding of the services required and the Contractor’s means and methods for providing these services. (20-page limit)
- ***Section 5. Cost Proposal*** – Complete the Cost Proposal in Section 4.0. If additional roles/rates are to be included Contractor must provide a description of the roles’ responsibilities. (2-page limit)
- ***Section 6. Required Forms*** – Complete and include each of the required Forms:
  - Byrd Anti-Lobbying Amendment Certification
  - Drug Free Workplace Certification
  - Equal Employment Opportunity
  - Certification Non-Collusion Oath
  - Good Faith Affidavit
  - Proof of Insurance



## 2.9 Submission

Sealed proposals will be received by the Town until 2:00 p.m. on August 4, 2025. There will be a public opening of the proposals beginning at 2:01 p.m. on said date at the Town Hall facility located at 117 Settlers Lane in Kure Beach.

The envelope containing a hard copy of the proposal must be sealed and addressed to Ms. Sanders as set forth above. The outside of the envelope must indicate the RFP number (2025-03) and the name of the submitting Contractor. Contractors shall assume full responsibility for timely delivery of their proposals at the designated location. Proposals shall not be accepted after the 2:00 p.m. submittal deadline.

All questions regarding this RFP should be addressed to Ms. Sanders as the point of contact.

## 2.10 Bid, Payment, and Performance Bonds

A bid deposit is required with the submission of a proposal. The Contractor shall submit, with the proposal, cash or a certified check, drawn on a bank or trust company authorized to do business in the State of North Carolina, made payable to the Town, in an amount at least equal to 5% of the total amount of the proposal, as a guarantee that the Contractor will honor the proposal and comply with the statutory requirements for contract execution. In lieu of making the cash deposit described above, a satisfactory bid bond in the amount of 5% of the proposal, executed by a corporate surety licensed under the laws of the State of North Carolina to execute such bonds, shall be submitted with each proposal conditioned that the surety will upon demand forthwith make payment to the obligee upon said bond if the Contractor fails to execute the contract in accordance with the bid bond. The bid deposit shall be retained by the Town if the successful Contractor fails to execute the contract within 10 days after awarding of the contract or fails to provide the required performance and payment bonds.

The successful Contractor shall also be required to furnish a performance bond and a payment bond as security in the amount of 100% of the proposal's amount for the faithful performance of the contract and the payment of all bills and obligations arising from the performance of the contract. A Contractor failing to provide performance and payment bonds forfeits its bid deposit.

## 2.11 Responsibilities of Contractors

It is the responsibility of each Contractor, before submitting a proposal, to:

- Examine and carefully study the RFP documents, other related data referred to in the RFP documents, and any addenda thereto;
- Visit the Town and satisfy itself as to the local general conditions that may affect the cost, progress, or performance of the work under the contract;
- Become familiar with all Federal, State, and local laws, ordinances, and regulations that may affect the cost, progress, or performance of the work under the contract;
- Agree, at the time of submitting its proposal, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its proposal and for performance of the work under the contract at the prices and within the times required;
- Promptly provide written notice to the Town of all conflicts, errors, ambiguities, or discrepancies that the Contractor discovers in the RFP documents; and
- Determine that the RFP documents are generally sufficient to indicate and convey an understanding of all the terms and conditions for performing the work under the contract.

A proposal shall be deemed to be nonresponsive if the Contractor fails to complete all requirements and submit all of the documentation set forth in this RFP.

## 2.12 Assertion of Contractor Confidentiality

Contractors that desire to keep provided information confidential must assert proprietary, trade secret, intellectual property, or otherwise confidential claims specific to those sections or subsections of their proposal. Contractors must provide statutory citation(s) supporting their claim of confidentiality. Simply identifying the entire proposal as confidential may be grounds for disqualification.

## Section 3.0 – Scope of Services

The purpose of this RFP is to engage a Contractor to provide disaster debris collection and disposal services on an as-needed basis resulting from all-hazards. The scope of services is not specific to Federally declared disasters and may be utilized to support the Town's efforts in response to local or regional events that may not meet Federal funding thresholds.

### 3.1 General

The Contractor shall provide all trained labor, materials, equipment, tools, traffic control, signage, and any other incidental items to accomplish the removal of the event debris as directed by the Town. This task shall be commenced within the first twenty-four (24) +/- hours after post dash event mobilization.

At a minimum, the Contractor's team shall consist of the following positions:

**Project Manager:** primary point-of- contact to the Town and overall responsibility for all contractor services and personnel.

**Operations Manager:** Responsible for field recovery operations.

The Contractor shall be responsible for scheduling all work for all their personnel on a daily basis. Contractors shall collect debris as directed by the Town and/or the contracted operations monitoring firm.

The Contractor shall be required to attend an annual disaster coordination and planning meeting at no cost to the Town. This must include training and coordination with the Town's debris monitoring firm and include all designated Town staff.

### 3.2 Emergency Road Clearance

The Contractor shall provide all labor, materials, equipment, tools, traffic control, signage, and any other incidental items to accomplish the sizing, cutting, moving, staging, and loading of debris from the primary transportation routes as identified by and directed by the Town. This task shall commence within the first twenty-four (24) +/- hours after post-event mobilization. This task shall be accomplished consistent with basic safety procedures. All traffic control shall be in accordance with the requirements and standards of the Manual on Uniform Traffic Control Devices (MUTCD) and the North Carolina Code and may only be performed by qualified personnel.

Disposal of resulting disaster debris shall be done in accordance with further provisions of the resulting contract and at a time determined by the Town.

The Contractor shall provide time and material pricing for the above services utilizing the cost proposal form provided in Section 4.

### 3.3 Right-of-Way (ROW) Debris Management

The Contractor shall be responsible for providing all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control, and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible disaster-generated debris, including hazardous and industrial waste materials, as directed by the Town. The Contractor shall also be responsible for coordinating with all utility providers whose facilities may inhibit the safe removal of debris. The Contractor shall also be responsible for the resolution of any claims made by utility providers.

Debris operations shall be performed so as not to interfere with the disaster response and recovery activities of Federal, State, Town, and local governments or agencies or utility providers. The Contractor shall provide the Town with a plan for disaster debris collection following a complete assessment of the volume of disaster generated debris.

The Town shall approve all designated temporary debris management sites and final disposal sites for all types of specific eligible disaster debris for disposal.

The services shall provide for the cost effective and efficient removal and the lawful transport and disposal of all eligible disaster debris accumulated on all streets, roads, public, residential, and commercial ROW's including any other locally owned facility or site as may be directed by the Town. Services shall only be performed when requested and as designated by the Town. This task may include that may not be limited to up to thirteen (13) types of disaster debris including:

- Vegetative debris
- Construction and demolition (C&D) debris
- Mixed debris (mixed vegetation and C&D)
- White goods (e.g. refrigerators, stoves, and other appliances)
- Electronic waste (e.g. monitors, laptops, etc.)
- PPDR debris
- Household hazardous waste (HHW)
- Hazardous waste
- Abandoned vehicles and vessels
- Waterway debris
- Soil, mud, silt, and/or sand
- Concrete
- Animal carcasses

Services shall include collecting the debris from the ROWs and transporting debris to an approved debris management site (DMS) or directly to the final disposal site and any other related duties as assigned by the Town.

The Contractor shall provide unit pricing for the above services utilizing the cost proposal form provided in Section 4.

### 3.4 Hazardous Trees, Stumps, and Limb Removal

The Contractor shall be responsible for providing all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control, and all other incidental costs and facilities of any nature to execute and complete the tree, tree stump, and tree limb removal services as directed by the Town.

**Hazardous Trees** - Requires the Contractor to completely remove hazardous trees by flush cutting remnants as near as possible to the ground or other boundary marker where appropriate. Debris generated from the removal of hazardous trees will be placed in the ROW and compensated under the vegetative ROW line items in the cost proposal. Fallen trees are not eligible for this line item. Fallen trees that are touching, flush with, or resting on the ground are considered typical vegetative debris. Hazardous trees must meet the minimum qualifications as identified in the FEMA PAPPG v4 June 2020 and any superseding memoranda.

**Hazardous Hanging Limbs** - Requires the Contractor to remove all eligible limbs from a single tree by cutting the branch/limb at the point nearest the break and between the break and the main branch, leader, or trunk section of the tree. Debris generated from the removal of hazardous hanging limbs will be placed in the ROW and compensated under the vegetative ROW line items in the cost proposal. Hazardous hanging limbs must meet the minimum qualifications as identified in the FEMA PAPPG v4 June 2020 and any superseding memoranda.

**Hazardous Stumps** - Requires the Contractor to remove all eligible stumps by completely extracting, loading, and transporting stumps to a DMS or final disposal site. Holes created from the removal of the stump will require a loose, clean backfill. Hauling and backfill are included in the cost for this line item.

Hazardous stumps must meet the minimum qualifications as identified in the FEMA PAPPG v4 June 2020 and any superseding memoranda.

The Contractor shall provide unit pricing for the above services utilizing the cost proposal form provided in Section 4.

### 3.5 Private Property Debris Removal (PPDR)

The Contractor shall be responsible for providing all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete, and deliver the timely removal and lawful disposal of all eligible disaster-generated debris, including hazardous and industrial waste materials, from private property as directed by the Town.

The Contractor shall exercise due diligence in performing PPDR services and removing debris from private property as authorized and directed by the Town. The Contractor also agrees to make reasonable efforts to save from destruction items that property owners wish to save (i.e. trees, small buildings, etc.). The Contractor shall exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort shall be made to locate these utilities but the Town does not guarantee that all utilities will be located before debris removal commences, nor does the Contractor guarantee that utility damages may not occur as a result of properly conducted services. The Contractor shall follow all appropriate required safety precautions and procedures.

The Town shall secure all necessary permissions, waivers, licenses, and right-of-entry agreements from real property owners required for the lawful removal of debris from real property prior to authorizing the Contractor to commence work.

The collection and disposal of non-demolition PPDR debris shall be compensated under items 1-3 and their subparts of the cost proposal in Section 4. ROW and PPDR debris shall be collected and hauled separately.

### 3.6 Demolition of Structures

The Contractor shall be responsible for providing all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control, and all other incidental costs and facilities of any nature to execute and complete the demolition of structures as directed by the Town.

The Contractor shall demolish unsafe structures and remove debris determined by the Town to be a threat to the health and safety of the public. The Contractor also agrees to make reasonable efforts to save from destruction items that property owners wish to save (i.e. trees, small buildings, personal items, etc.). The Contractor shall exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort shall be made to locate these utilities but the Town does not guarantee that all utilities will be located before debris removal begins nor does the Contractor guarantee that utility damages will not occur as a result of properly conducted services.

Debris generated from the demolitions shall be loaded directly from the demolition site into transportation containers and hauled to an appropriate DMS or final disposal location. The Contractor shall be responsible to ensure demolitions are conducted in accordance with all governing policy including environmental regulations and the implementation of engineering controls and materials testing as necessary.

The Town shall secure all necessary permissions waivers, licenses, and right-of-entry agreements from real property owners required for the lawful removal of debris from private properties.

The Contractor shall provide unit pricing for the above services utilizing the cost proposal form provided in Section 4.

### 3.7 Waterway Debris

The Contractor shall be responsible for providing all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control, and all other incidental costs and facilities of any nature to execute and complete the removal of debris from waterways as directed by the Town.

Waterway debris removal is strictly limited to debris that must be identified and removed from within the water body using non-typical means and methods to include floating barges, vessels, dredging equipment, and lift cranes. Debris that is located within waterways but is otherwise accessible from easements or roadways by road worthy loading equipment will be treated as ROW debris and paid in accordance with the fees associated with such. Waterway debris will be collected and placed at the nearest reasonable location where it can be loaded into a hauling container. Hauling will be compensated under the line items for ROW.

The contractor shall provide unit pricing for the above services utilizing the cost proposal form provided in Section 4.

### 3.8 Debris Management Requirements

The Contractor shall make scheduled passes of each area impacted by the disaster event at the direction of the Town. The Town shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the residents and the Town.

The Contractor and its subcontractors shall operate all trucks, trailers, and all other equipment in compliance with any and all applicable Federal, State, and local laws, rules, and regulations. Equipment shall be in good working condition and have metal frames and walls. Sideboards and enclosures may not exceed metal framing by more than 24 inches and all trailers must have a rear enclosing gate covering a minimum of 75% of the total trailer height.

All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the Town. Should operation of equipment be required outside of the public ROW, the Town will preauthorize access or provide a right-of-entry agreement.

The Contractor shall ensure that every hauling unit can unload itself at the debris disposal sites without assistance from others. Vehicles unable to unload without assistance may not be authorized to haul debris.

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, the Contractor shall ensure that each load is secured and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with State transportation guidelines. As required, the

Contractor shall survey the primary routes used by the Contractor to recover fallen or blown debris from the roadways.

The Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the MUTCD. The Contractor shall provide sufficient signage, flashing, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction, and or disposal sites.

### 3.9 Temporary Debris Management Sites (DMS) and Operations

The Contractor shall provide all management and operational services at Town-approved DMS locations. The Contractor shall deliver disaster-related debris to the Town's approved DMS locations unless otherwise directed by the Town. The Town may authorize multiple sites to efficiently store and process high volumes of disaster-related debris. The Town may require the Contractor's assistance to select, secure, and permit DMS locations, perform baseline soil and groundwater testing, and prepare sites for use.

The Contractor shall submit a site layout plan and operations plan to the Town for review. At a minimum, the plan shall address the following:

- Site management, including a point-of-contact and organizational chart.
- Traffic control procedures and on-site traffic patterns.
- Site safety plan.
- Hazardous and toxic waste materials plan.
- Environmental mitigation plan including considerations for smoke, dust, noise, traffic routes, buffer zones, stormwater runoff, archaeology, historic preservation, wetlands, and endangered species as relevant and appropriate.
- Remediation and site restoration plan.

The Contractor shall document photographs and video recordings, each DMS prior to operations to establish baseline conditions of the site.

**Observation Towers** - the Contractor shall be responsible for conducting and/or erecting an inspection tower at each DMS for the purpose of inspecting each load of debris entering the site. The tower shall be large enough to accommodate a minimum of four (4) persons. The tower shall be constructed of materials approved by the Town and include a roof covering allowing for protection from weather conditions.

The Contractor shall manage the temporary DMS to accept eligible debris collected under the contract and other contracts or agreements approved by the Town. The Contractor shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, portable sanitation facilities, security, and safety measures. The Contractor shall be responsible for the sorting, separating, and stockpiling of eligible debris at the DMS and shall ensure that the eligible debris remains segregated at the facility. The Contractor shall utilize grinders, air curtain incinerators, and any other equipment necessary to reduce the volume of eligible debris effectively and efficiently prior to final disposal.

The Contractor shall provide unit pricing for the above services utilizing the cost proposal form provided in Section 4.

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#### Section 4.0 – Cost Proposal

The Cost Proposal sets forth tasks the Town has identified as necessary to fully perform the required scope of services. Rates should be provided Per unit type and are understood to include all cost associated with the task. The town reserves the right to amend the compensation schedule to address project requirements that may not be evident at the time of the solicitation.

	<b>DESCRIPTION OF SERVICE</b> (all hauling distances are referenced as the shortest drivable route, traffic not considered)	<b>UNIT</b>	<b>UNIT PRICE</b>
<b>1.</b>	<b>VEGETATIVE DEBRIS</b>		
A	Pick up vegetative debris and haul to DMS. (0 to 15 miles)	CUBIC YARD	\$
B	Pick up vegetative debris and haul to DMS (greater than 15 miles)	CUBIC YARD	\$
<b>2.</b>	<b>CONSTRUCTION &amp; DEMOLITION DEBRIS (C&amp;D) and MIXED DEBRIS (Non-Asbestos)</b>		
A	Pick up C&D or mixed debris materials from ROW and haul to DMS (1 to 15 miles)	CUBIC YARD	\$
B	Pick up C&D or mixed debris materials from ROW and haul to DMS (greater than 15 miles)	CUBIC YARD	\$
C	Pick up C&D or mixed debris materials from ROW and haul to final disposal (0 to 15 miles)	CUBIC YARD	\$
D	Pick up C&D or mixed debris materials from ROW and haul to final disposal (greater than 15 miles)	CUBIC YARD	\$
<b>3.</b>	<b>HAZARDOUS STUMPS and HAZARDOUS TREES</b>		
A	Removal of hazardous stumps from ROW or public property and transportation to DMS (24 inches to 48 inches diameter)	EACH	\$
B	Removal of hazardous stumps from ROW or public property and transportation DMS (greater than 48 inches diameter)	EACH	\$
C	Removal of hazardous trees (leaning or damaged) from ROW or public property that are 6 to 24 inches with the trunk measured at DBH	EACH	\$
D	Removal of hazardous trees (leaning or damaged) from ROW or public properties that are greater than 24 inches to 48 inches with the trunk measured in DBH	EACH	\$
E	Removal of hazardous trees (leaning or damaged) from ROW or public property that are greater than 48 inches with the trunk measured at DBH	EACH	\$

F	Removal of hazardous hanging limbs from ROW or public property that are greater than 2 inches at point of break	PER TREE	\$
<b>4.</b>	<b>WHITE GOODS</b>		
A	Remove and transport from ROW to DMS	PER UNIT	\$
B	Remove and transport from ROW directly to recycling facility or approved disposal facility (up to 60 miles)	PER UNIT	\$
C	Transport from DMS to recycling facility or approved disposal facility (up to 60 miles)	PER UNIT	\$
D	Freon removal/recycling and management	PER UNIT	\$
<b>5.</b>	<b>SPECIAL WASTES</b>		
A	Electronic waste removal from ROW and disposal at Town-approved site (up to 60 miles)	PER UNIT	\$
B	Household hazardous waste removal from ROW and disposal at Town-approved site (up to 60 miles)	PER POUND	\$
C	Derelict vehicle removal, transfer/tow of typical passenger car (up to 60 miles)	EACH	\$
D	Derelict vessel removal and transportation to secure storage site (up to 60 miles)	EACH	\$
E	Operation of secure storage site for derelict vehicles/vessels	PER DAY	\$
F	Vessel and vehicle fluids management - draining/removing fluids from vessel/vehicle, storage of fluids, and transportation to a disposal/recycling facility	PER GALLON	\$
G	Vessel and vehicle hazardous materials - removal of hazardous materials from vessel/vehicle (e.g. batteries), storage of same, and transportation to a disposal/recycling facility	PER GALLON	\$
H	Crushing of vessels for disposal	PER LINEAR FOOT	\$
I	waterway debris removal - removal of storm debris from marine environments, including drainage channels, canals, streams, and waterfronts	CUBIC YARD	\$
J	Concrete removal - load and haul broken concrete from ROW and dispose at Town-approved site (up to 60 miles)	CUBIC YARD	\$
K	Soil, mud, silt, or sand - load and haul from location and dispose at Town-approved site (up to 60 miles)	CUBIC YARD	\$
L	Removal and disposal of animal carcasses (up to 60 miles)	PER POUND	\$

<b>6.</b>	<b>DEMOLITION OF STRUCTURES</b>		
	Structure demolition or construction and demolition debris located at the designated work zone and hauled to a Town-approved landfill. The Contractor shall disconnect and cap the sewer and water lines and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, and household hazardous waste for ROW collection. Does not include removal of concrete slabs.		
A	0 to 15 miles	CUBIC YARD	\$
B	greater than 15 miles	CUBIC YARD	\$
	Structure demolition with regulated asbestos containing (RACM) construction and demolition debris loaded at the designated work zone and hauled to a town-approved landfill. The Contractor shall disconnect and cap the sewer and water lines and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, household hazardous waste for ROW collection. Does not include removal of concrete slabs.		
A	0 to 15 miles	CUBIC YARD	\$
B	greater than 15 miles	CUBIC YARD	\$
<b>7.</b>	<b>DEBRIS MANAGEMENT SITE MANAGEMENT</b>		
A	Debris management site DMS management includes the cost of site preparation, site management, debris reduction (burning, grinding, compacting), erosion control, remediation, and site close-out based on incoming cubic yards	CUBIC YARD	\$
<b>8.</b>	<b>FINAL DISPOSAL</b> Disposal fees shall be passed through to the Town without markup		
A	Load and transport processed vegetative debris/ash from DMS to final disposal (up to 60 miles)	CUBIC YARD	\$
B	Load and transport compacted C&D and mixed debris materials from DMS to final disposal (up to 60 miles)	CUBIC YARD	\$
C	load and transport processed vegetative debris/ash from DMS to final disposal (up to 60 miles)	TON	\$
D	Load and transport compacted C&D and mixed debris materials from DMS to final disposal (up to 60 miles)	TON	\$
<b>9.</b>	<b>EMERGENCY ROAD CLEARANCE – INITIAL PUSH – Personnel and equipment</b> (operator, fuel, and maintenance included)		
A	Small loader or large Skidsteer (push machine, wheeled or rubber tracked)	HOURL	\$
B	Knuckleboom loader truck (self-loading greater than 25 CY)	HOURL	\$
C	Wheel loader 2.5- 3.5 CY (CAT 930/JD544//vol L70, etc.)	HOURL	\$

D	Dump truck (16 TO 24 CY)	HOUR	\$
E	Road clearance crew (2 chainsaw operators, 1 flagger-tosser, 1 supervisor)	HOUR	\$
F	Supervisor with truck (1 man, will assist toss operations)	HOUR	\$
G	Operators with chainsaw (2 man crew, cut and toss)	HOUR	\$
H	Laborer with tools (1 man toss)	HOUR	\$
I	Traffic control/safety personnel (2 man crew as needed)	HOUR	\$

## Section 5.0 – Required FEMA Provisions

This section includes provisions required for FEMA-related projects and is included in the contract documents through incorporation in this RFP.

### 5.1 Equal Employment Opportunity

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

### 5.2 Davis-Bacon and Copeland Anti-Kickback Act

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

### 5.3 Contract Work Hours and Safety Standards Act

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts

for transportation or transmission of intelligence.

#### 5.4 Clean Air Act and the Federal Water Pollution Control Act

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### 5.5 Debarment and Suspension [Executive Orders 12549 and 12689]

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### 5.6 Byrd Anti-Lobbying Amendment

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### 5.7 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;

procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### 5.8 Contractual Provisions

(a) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

#### 5.9 Prohibition on Certain Telecommunications and Certain Video Surveillance Services or Equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) telecommunications or video surveillance services provided by such entities or using such equipment. (iii) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### 5.10 Domestic Preferences for Procurements

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### 5.11 Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

*<Remainder of page left intentionally blank>*



## Section 6.0 – Contract

### 6.1 Award of Contract

The resulting contract under this RFP shall be awarded to the lowest, responsive, responsible bidder.

### 6.2 Resulting Contract

It is the intent of the Town to enter into a written agreement with the successful Contractor and the resulting contract shall consist of: (i) the negotiated terms and conditions set forth in a written agreement signed by both parties; (ii) this RFP and any addenda hereto; and (iii) the successful Contractor's qualifying proposal.

The resulting contract will provide for the Town terminating the contract for cause, upon 30 days' written notice of intent to terminate, for the Contractor's failure to comply with the terms and conditions of the contract (a "default"). The 30-day notice period shall also constitute a 30-day cure period within which the Contractor may cure the default.

### 6.3 Additional Terms of the Resulting Contract

The resulting contract between the Town and the Contractor shall, *inter alia*, provide for the following;

- Bid, performance, and payment bonds are required for the work under the contract.
- A firm fixed price whereby the price quoted in the successful proposal shall remain effective for the term of the resulting contract.
- That no work to be performed by the Contractor shall be sublet unless the subcontractor information has been noted in the proposal and approved by the Town. Subletting work after the resulting contract has been awarded and without written approval by the Town may result in the termination of the contract for cause.
- A *force majeure* provision.
- A non-assignment clause unless such an assignment is agreed to in writing.
- An indemnity clause under which the Contractor shall indemnify and hold harmless the Town and its elected and appointed officials, employees, volunteers, and agents from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the Contractor's performance under the resulting contract that is caused, in whole or in part, by the negligent act or omission of the Contractor, the Contractor's subcontractor(s), if any, anyone directly or indirectly employed by either the Contractor or the Contractor's subcontractor(s), or anyone for whose acts either the Contractor or the subcontractor(s) may be liable.
- Negotiation and mediation of any dispute under the contract shall be required before litigation may be commenced. The resulting contract shall not provide for arbitration.
- That the contract shall be governed by North Carolina law and the venue for any litigation arising out of the contract shall be the North Carolina General Court of Justice in New Hanover County.

- Requiring the Contractor to maintain the following coverages and to document the same by delivering a Certificate of Insurance to the Town Clerk prior to and as a condition for commencing work on the Project:
  - o Comprehensive General Liability insurance in the amount of \$1,000,000 per occurrence with the Town as an additional named insured;
  - o Motor Vehicle Liability insurance covering all owned, non-owned, and hired vehicles used in connection with the Contractor's contractual performance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage with the Town as an additional named insured; and
  - o Workers' Compensation insurance as required by North Carolina law.

## Section 7.0 – General Provisions

### 7.1 Nonresponsive Proposals

A proposal shall be deemed to be nonresponsive if the Contractor fails to complete all requirements and submit all the documentation as set forth in this RFP.

### 7.2 Prohibited Communications

During the evaluation period – from the date the proposals are submitted and the determination is made as to which proposal is the lowest responsive, responsible bid – each Contractor submitting a proposal is prohibited from having any communications with any person inside or outside of the Town if the communication refers to the Contractor's proposal or qualifications, the contents or qualifications of another Contractor's proposal, and/or the transmittal of any other communication of information that could reasonably be considered to have the effect of directly or indirectly influencing the evaluation of proposals submitted under this RFP. A Contractor failing to comply with this provision shall be disqualified from being evaluated for this RFP unless it is determined, in the Town's discretion, that the communication was harmless or that it was made without the intent to influence the evaluation of Contractors under this RFP. Only those discussions, communication or transmittals of information authorized or initiated by the Town or general inquiries directed to the Town regarding the requirements of this RFP are excepted from this provision.

### 7.3 Withdrawal of Proposal

A proposal submitted under this RFP may be withdrawn only in a writing received by the Town Clerk before the August 4, 2025 submission deadline. A withdrawal request must be on the Contractor's letterhead and signed by an authorized official of the Contractor.

## Section 8.0 – Required Forms

This section includes forms that must be completed and submitted with the Contractor's proposal. Each form should be completed accurately and in its entirety. Contractors that require clarification may submit a written request to the point of contact identified in Section 1.4.

*<Remainder of page intentionally left blank>*

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor]\_\_\_\_\_certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor,\_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## DRUG-FREE WORKPLACE CERTIFICATION

The undersigned [Contractor] certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify the Contractor complies fully with the above requirements.

---

Signature of Contractor's Authorized Official

---

Name and Title of Contractor's Authorized Official

---

Date

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The Town requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

*Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.*

By signing this document, the Contractor hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

NON-COLLUSION OATH

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public for and in the County/Parish and State aforesaid, personally appeared \_\_\_\_\_ and made oath that the Contractor herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Contractor, or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract.

\_\_\_\_\_  
Affiant Signature

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2025 by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

[SEAL HERE]

State of \_\_\_\_\_

Commission expires: \_\_\_\_\_

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification Produced:

GOOD FAITH AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I hereby propose to provide the services requested in the RFP and, if awarded, enter into a contract. I agree that the terms and conditions of the RFP shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the RFP. I acknowledge that the Town may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing, and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Contractor or anyone on its behalf to gain favorable treatment concerning this procurement; no elected official, employee or agent of the Town or of any other company is interested in said proposal; and that the undersigned executed this affidavit with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
Affiant Signature

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2025 by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

**[SEAL HERE]**

State of \_\_\_\_\_

Commission expires: \_\_\_\_\_

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification Produced: