



Town of Kure Beach, North Carolina

Request for Proposals

for

Disaster Debris Monitoring & Consulting Services

RFP No. 2025-02

Advertisement Dates:

July 14, 2025 – July 28, 2025

Proposals Due: July 28, 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 provider (Contractor) of debris monitoring 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, representing the best overall value to the Town.

The Contractor must have experience and demonstrable knowledge with Federal Emergency Management Agency (FEMA) and other governmental agencies' regulations and guidelines pertinent to disaster recovery programs, debris monitoring, and Stafford Act Public Assistance claims.

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 monitoring and post-disaster recovery activities.
- Contractor must be able to provide at least three (3) references for municipal projects of similar scope and services.
- Demonstrated ability to provide an Automated Debris Management System (ADMS) to capture debris removal and disposal efforts.
- 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 July 28, 2025.

Task	Date	Time
Public Advertisement	July 14, 2025	N/A
Question Deadline	July 18, 2025	2:00 PM
Addenda Release Deadline (if necessary)	July 21, 2025	2:00 PM
Proposal Submission Deadline	July 28, 2025	2:00 PM
Opening of Proposals	July 28, 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

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

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, the 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 that govern 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, including the provision of an ADMS, 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	20
ADMS	10
Cost Proposal	10
TOTAL	100

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.
Proposals must be received by Ms. Sanders no later than 2:00 PM on July 28, 2025.
- **Page Limits** – Contractor proposals are limited to no more than seventy-five (75) 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 a brief introduction to the Contractor, a summary of their proposal, and the Contractor's primary 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. Automated Debris Management System (ADMS)** – Provide a comprehensive overview of the Contractor’s proposed ADMS that will be utilized for tracking debris collection and disposal operations. (10-page limit)
- **Section 6. Cost Proposal** – Complete cost proposal in Section 4. If additional roles/rates are to be included Contractor must provide a description of those roles and the corresponding responsibilities. (2-page limit)
- **Section 7. 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

2.9 Submission

Sealed proposals will be received by the Town until 2:00 p.m. on July 28, 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 (2025-02) 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 Deposit

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.

Performance and payment bonds are not required for this project.

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 Monitoring and Consulting 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 debris monitoring, grants management and administration, and program management services to assist the Town with disaster recovery operations, including monitoring the operations of the disaster debris removal and disposal company. The Town shall appoint a Recovery Manager to work directly with the Contractor. The Town and/or its debris removal and disposal company shall provide debris management site(s) (DMS) for temporary storage and processing of disaster-generated debris.

The Contractor is knowledgeable of FEMA's and other agencies' regulations, guidelines and operating policies governing the required work.

All Contractor personnel shall have proficient communication skills to include legible handwriting. Contractor personnel are also required to have a valid driver's license if operating a vehicle and wear appropriate work attire while engaged on the project. Contractors must provide adequate job-specific training to ensure field personnel are proficient and capable of performing

their assigned duties. Contractor personnel must be certified to work on the project and provided with a verifiable form of Contractor identification.

Planning meetings are intended to establish operating procedures and to review applicable policies. Contractor will be required to provide a list of key personnel and subcontractors that may be involved in the project to include names, titles, phone numbers, and email addresses.

Contractor must be prepared to provide a management team in response to Town needs within forty-eight (48) hours of request. The Town will issue a notice to proceed for required services. The Town expects the Contractor to be fully mobilized to facilitate all project tasks within seventy-two (72) hours of operation commencement.

3.2 Project Management and Administration

The Contractor shall appoint a qualified and experienced Project Manager for overall coordination and communication with the Town. The Project Manager shall remain local and available to the Town during the operational phases of the debris collection and disposal project. Contractor shall supply enough trained debris monitors and trained field supervisors to accommodate the volume of debris and trees to be removed from rights of way, at loading sites, debris management sites and/or final disposal sites. Contractor shall remove and replace employees immediately upon notice from the Town Recovery Manager for conduct or actions not in keeping with the Agreement.

The Contractor must operate and document the work performed in a manner consistent with federal reimbursement policies, especially those of FEMA.

Project Management and Administration responsibilities include:

- Train and supervise field monitoring staff.
- Coordinate daily briefings or meetings to provide project status updates and to formulate or modify debris removal strategies.
- Coordinate daily scheduling of field staff and resource logistics.
- Conduct debris surveys and develop debris estimates.
- Provide training to Town staff in essential debris management and collection functions.
- Manage citizen complaints/concerns related to debris removal activities to include complaint resolution.
- Prepare and issue daily progress reports.
- Prepare and issue special reports as required by the Town.
- Provide permitting and environmental support to ensure DMS locations and debris removal activities comply with applicable environmental regulations.
- Develop forms, databases, etc. for tracking field activities in a format consistent with federal policies.
- Implement a Quality Control (QC) program to ensure project documentation and data is accurate and complete, and stored in a secure manner that will be accessible to the Town as required.
- Ensure the debris removal company is operating in compliance with their agreement with the Town.

3.3 Debris Collection Monitoring

To maximize potential reimbursement opportunities, the Contractor shall monitor all debris removal activities and document the work as it is performed. Debris monitors must be able to document work performed in eligible rights-of-way, and other areas designated by the Town's

Recovery Manager.

The Contractor shall provide one (1) debris monitor for each field collection crew and debris management site or final disposal location, and no more than one supervisor for every eight (8) monitors unless otherwise approved by the Town. Monitoring personnel are responsible for ensuring compliance with debris removal requirements and documenting the work as it is performed.

Debris Collection Monitor's responsibilities include:

- Identifying eligible loose debris, stumps, hazardous trees, and limbs for removal.
- Verifying all debris removed is a direct result of the applicable disaster and removed from authorized locations.
- Ensuring that debris removal crews are working within their assigned areas and within the Town's jurisdiction.
- Documenting debris loads and tree removal activities performed by the debris removal company to include GPS coordinates, photographs, crew identification, date and time.
- Make all reasonable efforts to ensure the debris removal company is working in compliance with their contract and applicable environmental regulations.
- Maintain a daily field log to document monitor assignments, tasks, and responsibilities.
- Proficiency with the Contractor provided ADMS.
- Maintain STOP WORK authority when work is not conducted in a compliant or safe manner.

3.4 Disposal Site Monitoring

Contractor should prepare disposal site reports for each temporary disposal facility to include soil sampling pre- and post-use if requested. Contractor should document the condition of each debris management site (DMS) prior to use by the debris removal company. Pre-use site documentation will be utilized to ensure each site is returned to pre-use conditions upon completion of operations. The debris removal company shall be responsible for applicable remedies.

DMS and Final Disposal Site monitors are required at material receiving facilities to verify receipt of collected materials. Contractors should be prepared to provide disposal site monitors twenty-four (24) hours per day, seven (7) days per week if necessary. Each receiving facility is required to have at least one (1) monitor present during operating hours and two (2) monitors are preferred during congested operating windows to minimize delays.

Disposal Site Monitor's responsibilities include:

- Verify the receipt of debris at respective receiving facilities.
- Observe the offloading of debris.
- Coordinate with debris removal company to ensure efficient flow of traffic at the receiving facility.
- Document materials received, to include debris type, quantity, time, location of receipt, and responsible crew.
- Maintain a daily field log to document monitor assignments, tasks, and responsibilities.
- Proficiency with the Contractor provided ADMS.
- Reconcile daily debris quantities received at each disposal site to include number of load tickets, debris type, and total quantities.
- Maintain STOP WORK authority when work is not conducted in a compliant or safe manner.

3.5 Debris Vehicle and Equipment Certifications

The Contractor shall be responsible for ensuring that all debris removal equipment is certified for project use prior to performing debris removal activities. Each certification includes the completion of a certification form, photographs, and a signature of the Contractor's certification representative and the debris removal company.

Certified equipment requires a license plate, valid registration, proof of insurance, and a licensed operator. Equipment must be designated fit for operation to include secured tailgates and fabricated walls, minimal non-metal structural components, tires, warning systems to include lights, and tarps or other coverings to secure debris.

Each piece of certified equipment will require a placard to be placed on the operator and passenger side of the equipment. Placards are to be provided by the debris removal company and contain the Town's name, the debris removal company name, the certified capacity, and the vehicle certification number. Placards must be a minimum of 12" by 12" and contain an adhesive backing.

The Contractor shall measure the carrying capacity of each haul truck to the tenth of a cubic yard. Each certification record should be retained and reproduceable to support Town needs. The equipment certification process should capture the following data points at a minimum:

- Date of Certification
- Vehicle Type, Make, and Model
- Primary Measurements (Length, Width, Height)
- Modifying Measurements (Additions and Subtractions)
- Capacity (Volume in Cubic Yards)
- Weight if applicable (Tons)
- License Plate Number
- Operator Name and License Information
- Vehicle Registration Expiration
- Insurance Provider, Policy Number, and Expiration
- Contractor Hierarchy
- Certification ID Number
- Photographs
- Certifying Representative's Credentials

The Contractor warrants the completeness and accuracy of each equipment certification by signing the completed certification form. Certification records are to be retained by the Contractor for a period consistent with the records retention policy defined in Section 3.9 Documentation and Deliverables.

3.6 ADMS and Database Systems

Contractor shall provide an ADMS capable of fully digitizing the certification process and replacing the need for traditional hand-written debris tickets.

The system features shall include the following:

- Paperless electronic data collection and distribution. Field data should be collected on a tablet, phone, or other digital hardware capable of processing digital transactions and storing project data.
- ADMS should not require cellular or data connectivity to process ticket transactions. Critical transaction data should be transferrable on external media and transported between collection and disposal locations if required. Systems that require cellular or data connectivity may also be utilized but must have an operating mode that allows them to work offline in the event of service disruptions or outages.
- ADMS data should be stored indefinitely on secured servers that are backed up on regular intervals. Data should be immediately retrievable if necessary.
- ADMS data capture should be automated to the greatest extent possible requiring minimal input from the user.
- Collection and disposal locations should be generated automatically and captured through GPS technologies integrated into the ADMS hardware.
- ADMS should provide a web-based interface accessible to project stakeholders and restricted by user credentials.
- Web interface should include a GIS interface and downloadable documents/reports at a minimum.
- Project data should be captured and organized in a manner that enables efficient payment reconciliation, conforms to FEMA documentation requirements, and supports the Town's reimbursement efforts.
- The Contractor must be capable of establishing an Access Point Interface (API) between Contractor databases and Town platforms if requested.
- Data entry errors and necessary data modifications must be captured in an exportable audit log.

3.7 Other Related Debris Services

The Contractor shall provide regular status updates, the frequency of which will be determined by the Town's Recovery Manager for public information use. The Contractor may be required to provide infographics, fliers, or other publishable documentation to support the Town's public information campaign.

The Contractor shall provide appropriate staff to assist with the distribution of notices, engage with residents to obtain access rights when necessary, and to manage and resolve damage complaints arising from debris removal activities.

The Contractor shall review, validate and reconcile debris removal company invoices prior to submission to the Town for processing and payment. The Contractor shall conduct a meeting at

the beginning of the debris management operation to fully explain the process to project stakeholders. All invoices from the debris removal company shall be directed to the Contractor copying the Town Recovery Manager. Within seven (7) calendar days of receipt, each invoice shall be reviewed by the Contractor and accepted in full or rejected with justification to the debris removal company to amend. The debris removal company shall submit invoices amended per the Contractor's recommendations. Once an accepted invoice is reconciled, the Contractor shall submit a payment recommendation to the Town.

3.8 Grants Management and Administration

The Contractor shall work closely and collaborate with various funding agencies and the Town to ensure the proper use and application of Federal and State funds. Contractor shall focus on maximizing eligible, allocable Federal dollars. Contractor shall conduct efficient processes that reduce the timeline for eligibility determinations and support project cash flow sources and uses. The Contractor shall provide technical knowledge and experience, proven business processes, and policy strategies. In order to develop and implement the framework of grant activities, the Contractor shall perform services and work necessary to complete the following objectives and tasks:

- Prepare and coordinate the development of Project Worksheets (PW's) and versions as required with the Town, FEMA, and State agencies. This includes project development, formulation, and processing as required for small and large projects.
- Prepare, submit and track Hazard Mitigation Grant program applications as required with the Town, FEMA, and State agencies. This includes project or program development, formulation, processing, and monitoring as required.
- Work with the Town to obtain all costs and necessary backup documentation to develop, revise, and submit PW's and grant applications to FEMA and State agencies to be approved, obligated, and reimbursed.
- Review eligibility issues for the Town and develop justifications for presentation to FEMA, State agencies, and other agencies involved in providing disaster recovery funds.
- Ensure that all eligible damages have been identified, quantified, and presented to Federal and State agencies. All eligible damages shall be incorporated into PW's and grant applications with supporting documentation and proper cost estimates, using the FEMA Cost Estimating Format (CEF) when necessary.
- Provide, or retain the services of professional experts to prepare damage assessments, d technical reviews, and oversight in the furtherance of program objectives.
- Review contracts, bid documentation, change orders, and other records to support the proper preparation and presentation of PW's, grant applications and eligible activities.
- Compile and summarize/justify costs for presentation to federal agencies and State agencies for reimbursement of eligible costs, ensuring compliance with applicable regulations.
- Attend meetings with the Town, federal agencies, and State agencies to negotiate and represent PWs and the obligation of eligible amounts.
- Provide grant management advice to maximize reimbursements of disaster recovery expenses.
- Provide advice to Town personnel and Contractors; attend and participate in meetings as required.

- Prepare draft correspondence to local, federal, and State officials as necessary.
- Provide the Town with any changes in policies, procedures, processes, or deadlines throughout the financial disaster recovery process.
- Prepare and conduct the close-out process, ensuring maximum recovery and retention of all eligible funding, satisfactory disposition of appeals, and availability of supporting documents for future audits.
- Prepare for and respond to inspections and audits for on-going and completed projects.
- Prepare formal audit responses and justifications; attend associated meetings and hearings as needed.
- Keep track and monitor Contractor's own time and activities by project, or as allowable under the provisions of Federal guidance for direct administrative, indirect, and project management costs (reference Federal regulations and policy guidance for these topics).
- Provide written performance and status reports to the Town on the status of the FEMA Public Assistance program and other grant programs as requested. The performance and status report should include, but is not limited to, the following:
 - Hours billed and amount invoiced by personnel
 - PW and grant application development and revisions
 - PW and grant application submissions and approvals
 - Obligated amounts versus eligible estimates
 - Issues with PW and grant application submissions and resolutions
 - Issues requiring assistance
 - Amounts awarded to the Town per PW and grant application
 - Requests for Reimbursement submitted

3.9 Documentation and Deliverables

All project records including logs, invoices, contracts, paperwork, ADMS, and GIS data should be digitized and stored in a secure digital storage system. Contractor will also be required to prepare and organize supporting documentation that may be necessary to pursue federal grant funding. This includes scopes of work, damage descriptions, cost estimates or actual cost documentation, and grant applications.

Records should be maintained for up to five (5) years or until such time that the Town notifies the Contractor they are no longer needed.

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Section 4.0 – Cost Proposal

The Cost Proposal contains the roles the Town has identified as being necessary to fully perform the scope of services required. Rates should be provided based on hourly rates and are understood to include labor, overhead, and profit. Project-related expenses may be billed to the Town at cost with no markup. The Town reserves the right to amend the compensation schedule to meet project requirements that may not be evident at the time of this solicitation.

POSITION (\$)	HOURLY RATE
Debris Monitoring Services	
Project Manager	
Operations Manager	
Field Supervisor	
Field Monitor	
Debris Site/Tower Monitor	
Data Manager	
Administrative/Clerical	
FEMA Debris Specialist	
Grant & Program Management Services	
Principal/Program Manager	
Senior Program Specialist	
Senior Consultant	
Consultant	
Junior Consultant	
Senior Appeal/Policy Specialist	
Appeal/Policy Specialist	
Senior Technical Specialist	
Technical Specialist	
Junior Technical Specialist	
Administrative Support	

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.

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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;

- Performance and payment bonds are not 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 any 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 July 28, 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.

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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 BELOW SIGNED 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 Respondent 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: