



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

Request for Proposals  
for

Stormwater Outfall Removals and Replacements

RFP No. 2025-04

**Advertisement Dates:**

October 10, 2025 – October 31, 2025

**Proposals Due: October 31, 2025 at 2:00 P.M. Local Time**

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

## TABLE OF CONTENTS

|  |           |
|--|-----------|
| <b>Section 1.0 – Introduction .....</b>                                  | <b>4</b>  |
| 1.1 Overview .....   | 4         |
| 1.2 Minimum Qualifications .....   | 4         |
| 1.3 Schedule .....   | 4         |
| 1.4 Point of Contact.....  | 4         |
| 1.5 Irrevocable Offer .....  | 5         |
| 1.6 Conflict of Interest .....   | 5         |
| 1.7 Disadvantaged and Small Business Enterprises.....                    | 5         |
| <b>Section 2.0 – Procurement Process and Proposal Requirements .....</b> | <b>5</b>  |
| 2.1 Question Submission.....   | 5         |
| 2.2 Addenda .....  | 5         |
| 2.3 Reserved Rights .....  | 5         |
| 2.4 Standard of Award.....   | 6         |
| 2.5 Evaluation Criteria .....  | 6         |
| 2.6 Submission Requirements .....  | 6         |
| 2.7 Preparation Costs .....  | 7         |
| 2.8 Proposal Layout .....  | 7         |
| 2.9 Submission.....  | 8         |
| 2.10 Bid Deposit and Payment and Performance Bonds .....                 | 8         |
| 2.11 Responsibilities of Contractors.....                                | 8         |
| 2.12 Assertion of Contractor Confidentiality.....                        | 9         |
| <b>Section 3.0 – Scope of Services.....</b>                              | <b>9</b>  |
| 3.1 General.....   | 9         |
| <b>Section 4.0 – Cost Proposal .....</b>                                 | <b>10</b> |
| <b>Section 5.0 – Required Provisions .....</b>                           | <b>12</b> |
| 5.1 Equal Employment Opportunity .....                                   | 12        |
| 5.2 Davis-Bacon and Copeland Anti-Kickback Act .....                     | 12        |
| 5.3 Contract Work Hours and Safety Standards Act.....                    | 12        |
| 5.4 Clean Air Act and the Federal Water Pollution Control Act.....       | 13        |
| 5.5 Debarment and Suspension [Executive Orders 12549 and 12689].....     | 13        |
| 5.6 Byrd Anti-Lobbying Amendment .....                                   | 13        |

|   |           |
|---|-----------|
| 5.7 Procurement of Recovered Materials.....   | 13        |
| 5.8 Contractual Provisions .....  | 13        |
| 5.9 Prohibition on Certain Telecommunications and Certain Video Surveillance Services or<br>Equipment ..... | 14        |
| 5.10 Domestic Preferences for Procurements.....   | 14        |
| 5.11 Rights to Inventions Made Under a Contract or Agreement.....   | 14        |
| <b>Section 6.0 – Contract.....</b>  | <b>15</b> |
| 6.1 Award of Contract.....  | 15        |
| 6.2 Resulting Contract.....   | 15        |
| 6.3 Additional Terms of Resulting Contract.....   | 15        |
| <b>Section 7.0 – General Provisions.....</b>  | <b>16</b> |
| 7.1 Nonresponsive Proposals.....  | 16        |
| 7.2 Prohibited Communications.....  | 16        |
| 7.3 Withdrawal of Proposal.....   | 16        |
| <b>Section 8.0 – Required Forms.....</b>  | <b>17</b> |
| BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION.....   | 18        |
| DRUG-FREE WORKPLACE CERTIFICATION.....  | 19        |
| EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION.....   | 20        |
| NON-COLLUSION OATH.....   | 21        |
| GOOD FAITH AFFIDAVIT.....   | 22        |

## Section 1.0 – Introduction

### 1.1 Overview

The purpose of this Request for Proposals (RFP) is to procure the services of a qualified and experienced contractor (Contractor) to remove and replace 9 stormwater outfalls comprising approximately 2500 linear feet at various locations within the Town (the “Project”).

The Contractor must have experience with and demonstratable qualifications for the work required for the Project.

### 1.2 Minimum Qualifications

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

- A General Contractor’s license issued by the State of North Carolina.
- Demonstrated knowledge of and experience with stormwater outfall removals and replacements.
- Demonstrated minimum five (5) years’ experience in stormwater outfall removal and replacements.
- Demonstrated ability to provide equipment.
- Contractor must be able to provide at least three (3) references for 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 October 31, 2025.

| <b>Task</b>                             | <b>Date</b>      | <b>Time</b> |
|---|------------------|-------------|
| Public Advertisement                    | October 10, 2025 | N/A         |
| Question Deadline                       | October 17, 2025 | 2:00 PM     |
| Addenda Release Deadline (if necessary) | October 22, 2025 | 2:00 PM     |
| Proposal Submission Deadline            | October 31, 2025 | 2:00 PM     |
| Opening of Proposals                    | October 31, 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 Irrevocable Offer

The Contractor commits that a proposal offered in response to this solicitation guarantees a firm and irrevocable offer for a period of sixty (60) days from the date of submission deadline. This period may be extended by the Town as necessary to facilitate contract award.

### 1.6 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.

### 1.7 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.

## 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 requirements for submitted proposals and the scope of services requested for the Project. 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 in writing receipt of any addenda to be included 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 interests of the Town. The Town reserves the right to waive technicalities or request additional information or clarification from submitting Contractors. The Town reserves the right to accept the proposal that, in the Town's sole judgement and in accordance with the standard of award, best serves the interests of the Town. This RFP does not constitute a guarantee from the Town.

## 2.4 Standard of Award

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 constitute 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 of their proposal. 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 October 31, 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. Text within the body of a page 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 proposal 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 Client's contact information, 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.
- ***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 October 31, 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 (2025-04) 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, each in the amount of 100% of the contract price and executed by a surety licensed in North Carolina, as security for the faithful performance of the contract and the payment of all bills and obligations arising from the performance of the contract. Said bonds shall comply with the requirements under Article 3 of Chapter 44A of the North Carolina General Statutes. A Contractor failing to provide compliant performance and payment bonds to the Town, together with the executed contract, within 10 days after the contract has been awarded, 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 and services required for the Project;



Become familiar with all Federal, State, and local laws, ordinances, and regulations that may affect the cost, progress, or performance of the work and services required for the Project;

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 desiring 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 remove and replace 9 various-sized stormwater outfalls to a standardized size of 30” piping at all locations. GIS coordinates for each site will be provided. All piping will be supported every 5 feet by specified treated wood cradles past the CAMA line at each beach access. Sloping requirements will be determined by site conditions but shall not be less than 0.5% to ensure drainage from the collection points to the end of the piping on the beach.

Contractor shall be responsible for collecting, hauling away, and disposing of all debris, including the old outfalls, generated from the removals of the existing outfalls. Contractor shall also be responsible for restoring any dunes impacted, altered, damaged, knocked down, removed, or reduced in size, as a result of or caused by the Contractor’s work on the Project, to the condition they were in immediately prior to the work being performed. Time is of the essence such that work on the Project must commence on or about November 16, 2025 and must be completed by early February 2026.

#### 3.1 General

The Contractor shall provide all trained labor, materials, equipment, tools, traffic control, signage, and any other incidental items deemed necessary to complete the Project.

## Section 4.0 Cost Proposal

This Cost Proposal sets forth the Contractor's costs for the materials and labor needed to complete the Project. When completing the Cost Proposal, please provide the Rates, Totals, and indicate, in the U/M column, the applicable Unit of Measurement: FT (Feet); EA (Each); or LS (Lump Sum). Failing to provide the Units of Measurement will disqualify the proposal as being non-responsive.

| Description  | Qty | Rate | Total | U/M |
|--|-----|------|-------|-----|
| <b>STORMWATER OUTFALL REPLACEMENT</b>  |     |      |       |     |
| Ocean Dunes  |     |      |       |     |
| 30" HDPE   | 260 |      |       |     |
| Cradles*   | 26  |      |       |     |
| Remove existing outfall  | 1   |      |       |     |
| Mobilization   | 1   |      |       |     |
|  |     |      |       |     |
| Ocean Dunes between 300-400 Bldg.  |     |      |       |     |
| 30" HDPE   | 250 |      |       |     |
| Cradles*   | 25  |      |       |     |
| Remove existing outfall  | 1   |      |       |     |
| Mobilization   | 1   |      |       |     |
|  |     |      |       |     |
| Davis Road   |     |      |       |     |
| 30" HDPE   | 340 |      |       |     |
| Cradles*   | 34  |      |       |     |
| Remove existing outfall  | 1   |      |       |     |
| Mobilization   | 1   |      |       |     |
|  |     |      |       |     |
| F Avenue   |     |      |       |     |
| 30" HDBE   | 300 |      |       |     |
| Cradles*   | 30  |      |       |     |
| Remove existing outfall  | 1   |      |       |     |
| Mobilization   | 1   |      |       |     |
|  |     |      |       |     |
| G Avenue   |     |      |       |     |
| 30" HDPE   | 250 |      |       |     |
| Cradles*   | 25  |      |       |     |
| Remove existing outfall  | 1   |      |       |     |
| Mobilization   | 1   |      |       |     |
|  |     |      |       |     |
| K Avenue   |     |      |       |     |
| 30" HDPE   | 200 |      |       |     |
| Cradles*   | 20  |      |       |     |
| Remove existing outfall  | 1   |      |       |     |
| Mobilization   | 1   |      |       |     |
|  |     |      |       |     |
| * Town reserves the right to increase/decrease number of cradles as determined by site conditions. |     |      |       |     |
| <i>Continued on next page</i>  |     |      |       |     |

|                         |     |  |               |  |
|-------------------------|-----|--|---------------|--|
| L Avenue                |     |  |               |  |
| 30" HDPE                | 250 |  |               |  |
| Cradles*                | 25  |  |               |  |
| Remove existing outfall | 1   |  |               |  |
| Mobilization            | 1   |  |               |  |
|                         |     |  |               |  |
| M Avenue                |     |  |               |  |
| 30" HDPE                | 280 |  |               |  |
| Cradles*                | 28  |  |               |  |
| Remove existing outfall | 1   |  |               |  |
| Mobilization            | 1   |  |               |  |
|                         |     |  |               |  |
| Kure Village            |     |  |               |  |
| 30" HDPE                | 330 |  |               |  |
| Cradles*                | 33  |  |               |  |
| Remove existing outfall | 1   |  |               |  |
| Mobilization            | 1   |  |               |  |
|                         |     |  |               |  |
|                         |     |  |               |  |
|                         |     |  |               |  |
|                         |     |  | <b>TOTAL:</b> |  |

*[remainder of page intentionally left blank]*

## Section 5.0 – Required Provisions

This section includes provisions, where applicable, that are required for the Project and that will be included in the contract documents by incorporating this RFP therein by reference.

### 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 that 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 and 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.

## 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 October 31, 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]

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]

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

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

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

Type of Identification Produced: