

TOWN OF KURE BEACH
Request for Proposals No. 2024-01
Submission Deadline (via electronic mail): Friday October 18, 2024 at 5:00 p.m.
Contract Type: Open Market
Description: Beach Access Construction Project

Execution Page

By executing this Request for Proposals (“RFP”), the undersigned Contractor certifies that this response is submitted competitively and without collusion, that none of its officers or directors has been convicted of any violations under Chapter 78A of the North Carolina General Statutes (the North Carolina Securities Act), the Securities Act of 1933 or the Securities Exchange Act of 1934, and that it is not an ineligible contractor as set forth in N.C.G.S. § 143-59.1.

As required under N.C.G.S. § 143-48.5, the undersigned Contractor certifies that for any contract that may be awarded as a result of this RFP, said Contractor and each of its sub-contractors, if any, complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

Proposals will be evaluated and the contract will be awarded to the lowest responsive, responsible bidder.

The failure to execute/sign this response prior to its submittal shall render the response invalid such that it will be rejected. Late responses shall not be considered.

Contractor:	
Contractor’s NC License No.:	
Street Address:	
City, State, and Zip:	
Mailing Address:	
City, State and Zip:	
Federal ID No. or Social Security No.:	
Name/Title of Person Signing on Behalf of Contractor:	
Signer’s Telephone No.:	Signer’s Mobile No.:
Signer’s Email Address:	Date:
Contractor’s Authorized Signature:	

1.0 PURPOSE, BACKGROUND, AND SCOPE OF WORK.

1.1 PURPOSE.

The Town of Kure Beach (“Town”) is hereby soliciting proposals from qualified contractors to provide construction services for a beach access ramp located at Beach Access No. 140 L Avenue (said construction referred to herein as the “Project”). The selected contractor shall be responsible for ensuring the timely and efficient provision of construction services in conformity with applicable federal, state, and local legal requirements.

1.2 BACKGROUND AND SITE.

The Town is a municipal corporation located in New Hanover County, North Carolina serving a community of 2,012 year-round residents and a summer population in the tens of thousands. The Town provides trash and recycling pick-up, water and sewer, building inspection, code enforcement, police, and fire services. The Town of Kure Beach was awarded a Coastal Area Management Act (CAMA) Beach & Waterfront Access Grant to remove the existing beach access ramp at Public Beach Access #140 and replace it with a new, fully accessible beach access ramp.

1.3 SCOPE OF WORK.

Demolition and reconstruction, in conformity with ADA standards, of the ramp at Beach Access No. 140, demolition and removal of the existing path, regrading and installing a new ADA-compliant path, and all appurtenant work in accordance with the plans and specifications for the Project.

Starting October 4, 2024, hard copies of the complete plans and specifications are available for examination at Kure Beach Town Hall (117 Settlers Lane). They can also be found at this link: [☐ Bid Documents](#). For printed hard copies, please visit Copy Cat’s website at <https://copycatprintshop.net/> and request printing through their services. The Town of Kure Beach will not be responsible for printing fees.

2.0 GENERAL INFORMATION.

2.1 NOTICE TO CONTRACTOR OF RFP TERMS AND CONDITIONS.

It shall be the Contractor’s responsibility to read all parts and content of this RFP and comply with all requirements and specifications set forth herein. Questions and/or requests for clarification concerning this RFP shall be submitted by email to Mandy Sanders, Director of Administration, at m.sanders@townofkurebeach.org no later than 4:00 p.m. on October 10, 2024. Questions will be responded to in an addendum and posted on the Town’s website by 5:00 p.m. on Monday October 14, 2024.

2.2 RESPONSE SUBMITTAL.

- A. Contractor shall submit 1 executed electronic copy of its response. Responses shall be submitted by electronic mail only. Paper copies shall be deemed non-responsive and shall not be considered.
- B. Responses should be timely emailed directly to Mandy Sanders, Director of Administration, at m.sanders@townofkurebeach.org. The subject line for the submission email should reference Kure Beach RFP No. 2024-01.
- C. It shall be the Contractor's responsibility to submit its response in accordance with these instructions by the specified time and date.
- D. Responses shall be submitted with the Execution Page (page 1 herein) signed and dated by an official authorized to bind the Contractor. Failure to submit an executed response shall disqualify the Contractor.

2.3 RESPONSE CONTENTS.

- A. Cover letter which includes the RFP number, the Contractor's name, mailing address, email address, telephone number and the identity of the Contractor's authorized representative.
- B. A fully completed and executed Execution page.
- C. Descriptions of the following:
 - 1. General information and background of Contractor's firm including ownership structure, number of employees, number of years it has been in business, and a description of the firm's experience in ADA-compliant beach access construction projects.
 - 2. All bidders shall meet the licensing requirements under Chapter 87 of the North Carolina General Statutes and provide documentation verifying compliance.
 - 3. Organizational chart showing the structure of the Project team.
 - 4. A cost proposal detailing the pricing structure including hourly rates, fixed fees, and anticipated costs for materials, travel, or other expenses. The cost proposal shall also provide explanations of any contingencies or additional costs which may arise during the Project's contract period.
 - 5. A certificate of insurance showing general liability, motor vehicle liability, and workers' compensation coverage in the amounts set forth in sub-section 4.2.K herein.
 - 6. Contact information for 3 references from previous clients for whom the Contractor's firm provided similar services over the last 5 years. Contractor shall include a brief description of the services provided to each reference.

3.0 CONTRACT AWARD.

3.1 STANDARD OF AWARD.

The contract for the Project shall be awarded to the lowest responsive, responsible bidder. This is an informal bidding process and bids will not be opened publicly and read aloud.

4.0 OWNER-CONTRACTOR AGREEMENT.

4.1 RESULTING CONTRACT.

A. It is the intent of the Town to enter into a written owner-contractor agreement with the successful bidder 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; (iii) the successful bidder's qualifying proposal, and (iv) the Project's plans and specifications.

B. 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.

4.2 ADDITIONAL TERMS OF THE RESULTING CONTRACT.

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

A. Bid, performance, and payment bonds are not required for the Project.

B. The Contractor shall submit a written safety plan prior to and as a condition for commencing work on the Project. The safety plan shall specifically identify the potential jobsite hazards and set forth measures to protect Contractor's employees, Town personnel and property, and the general public.

C. A firm fixed price whereby the price quoted in the successful proposal shall remain effective for the term of the resulting contract.

D. 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.

E. A *force majeure* provision.

F. A non-assignment clause unless such an assignment is agreed to in writing by the other party.

G. 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.

H. That the Contractor shall be responsible, on a daily basis, for cleaning the work area of all debris, providing their own clean up bins and labor, and assuming responsibility for maintaining a safe and secure work site.

I. 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.

J. 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.

K. Requiring the Contractor to maintain the following coverages and to document the same by delivering a Certificate of Insurance to the Town to the Town Clerk prior to and as a condition for commencing work on the Project:

1. Comprehensive General Liability insurance in the amount of \$1,000,000 per occurrence with the Town as an additional named insured;
2. 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
3. Workers' Compensation insurance as required by North Carolina law.

5.0 GENERAL PROVISIONS.

5.1 TOWN RESERVATIONS.

The Town expressly reserves the right to:

- A. Withdraw this RFP anytime without prior notice.
- B. Postpone the response due date for its own convenience.
- C. Evaluate the responses deemed to be the most qualified for the project and in the best interests of the Town.
- D. Reject any responses and waive informalities in the responses.
- E. Reject any responses, in whole or in part, based on the following: by deeming the response unsatisfactory; non-compliance with the requirements and terms of this RFP; lack of competitiveness; determining that the proposed requirement is no longer necessary; circumstances preventing evaluation of the most qualified response; or any other determination that rejecting the response is in the best interests of the Town.

5.2 CONFIDENTIALITY AND 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.

5.3 HISTORICALLY UNDERUTILIZED BUSINESSES.

The Town invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled individuals, disabled business enterprises, and non-profit work centers for the blind and severely disabled.

5.4 WITHDRAWAL OF RESPONSE.

A response to this RFP may be withdrawn only in a writing received by the Town Clerk before the October 18, 2024 submission deadline. A withdrawal request must be on the Contractor’s letterhead and signed by an authorized official of the Contractor.

5.5 INFORMAL COMMENTS.

The Town shall not be bound by informal explanations, instructions, or information given at any time by anyone on behalf of the Town during this RFP process.

5.6 COST OF PREPARING THE RESPONSE.

Any costs incurred by a Contractor in preparing or submitting a proposal are the Contractor's sole responsibility and the Town shall not reimburse any Contractor for any costs incurred in preparing its response.

5.7 CONTRACTOR'S REPRESENTATIONS.

A. Contractor warrants that only qualified personnel shall provide the services under any contract resulting from this RFP and that they shall do so in a professional manner. As used herein, "professional manner" means that the personnel performing the services possess the skill and competence consistent with the prevailing business standards in the subject industry.

B. Contractor warrants that it: has the financial capacity to perform and to continue to perform its obligations under any agreement resulting from this procurement process; has no actual or constructive knowledge of any actual or potential legal proceeding brought or being brought against it that could materially adversely affect performance of any such resultant agreement; and is not prohibited by any contract or order by any court of competent jurisdiction from entering into an agreement resulting from this procurement process.