

## **ADVERTISEMENT FOR BIDS**

### **STREAMBANK STABILIZATION FOR LANDIS LAKE DAM**

#### **SECTION 1: PROJECT OVERVIEW**

##### **Summary**

The Town of Landis, hereafter referred to as the “Town”, is accepting Proposals from contractor/construction vendors or a team of vendors for an upcoming project at Landis Lake Dam. **The project consists of removing vegetation, overgrowth, and meeting NC DEQ guidelines.** Qualified vendor(s) will be able to provide the following services/needs for this project.

- Applying and obtaining all proper permits

#### **Section 2: Proposal**

Vendors are required to submit a proposal that presents the vendor’s qualifications and understanding of the work to be performed. Before submitting a proposal in response to this request, a walkthrough of the site will be offered. A walk-through tour will be held on Monday, November 25 2024, at 10:00 AM. **Sealed** proposals must be clearly marked “Lake Landis Dam” and submitted no later than Tuesday, December 3, 2024, by 3:00 PM. Proposals must be mailed or hand-delivered to:

Maddalyn Shuffler, Deputy Town Clerk 312 S. Main St. Landis, NC 28088

No submissions or supporting documents will be accepted after this deadline. The Town of Landis assumes no responsibility or liability for costs incurred by the responsive vendor in submitting this proposal. Vendors accept all risks for late delivery of the Proposal Package, regardless of fault

*IMPORTANT NOTE: All employees of the selected contractor will be required to submit to a background check prior to working on site.*

## **Proposal Content**

1. Proposal and Signature Page
2. The proposal form and signature page must be completed and signed by an individual authorized to bind the vendor. All proposals submitted without such proposal form and signature page may be deemed non-responsive.
3. References
4. Proposals shall include a list of three (3) references including name, address, phone number, and contact person. The Town reserves the right to contact references other than, and/or in addition to, those furnished by a vendor.
5. Company Narrative
6. Provide information regarding your experience level, years of operation, etc.
7. Property/Liability and Worker's Compensation Certification
8. Independent Contractor Statement
9. E-Verify Affidavit

## **SECTION 3: OTHER PROCEDURAL INFORMATION**

### **3.1 Other Procedures and Conditions**

The Town reserves the sole discretion and right to reject any and all responses received with respect to the RFP and to cancel the RFP process at any time prior to entering into a formal agreement. The Town further reserves the right to request additional information or clarification of information provided in any response. The Town also reserves the right, but is under no obligation, to waive technicalities and informalities. The Town shall make the award as deemed in its best interest. A response to this RFP should not be construed as a contract, nor indicate a commitment of any kind.

### **3.2 Public Records**

Upon receipt by the Town, your Bid Package is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute §66-152 et seq. Your Bid Package will be reviewed by Town staff, as well as members of the general public who may submit public record requests. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by a firm should be submitted in a separate document marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Bid Package," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the document.

In submitting a Bid Package, each firm agrees that the Town may reveal any trade secret materials contained in such response to all staff involved in the evaluation process and to any outside consultant or other third parties who are hired to assist in the evaluation process. Furthermore, each firm agrees to indemnify and hold harmless the Town and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with

refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire Bid Package as a trade secret may be disqualified from the evaluation process.

#### **SECTION 4: Minority Business Enterprises**

The Town of Landis is committed to using Minority Business Enterprises (MBE) for professional services and other Town contracts. Vendors and teams demonstrating a commitment to assist the Town in attaining this goal by being or including qualified MBE firms will be given priority consideration in the evaluation process.

For purposes of this section, the term minority refers to a person who is a citizen or lawful permanent resident of the United States and who is:

- Black, that is, a person having origins in any of the black racial groups in Africa.
- Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South, Central America, or the Caribbean Islands, regardless of race.
- Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands.
- American Indian, that is, a person having origins in any of the original peoples of North America; or
- Female

In order to qualify as a Minority Business Enterprise, the vendor must have a majority ownership of minority partners and must:

- Be a NC Department of Administration certified Historically Underutilized Business
- Be a NC Department of Transportation certified Disadvantaged Business Enterprise; or
- Seek approval as a qualified MBE at least two (2) weeks prior to the due date of the responsive submittal to the associated procurement process.

Vendors or team member vendors that are qualified MBEs need to complete and return the Attachment with the submittal documents for this project. Evaluation committee members will be given guidance on scoring MBE participation rate based on the role of the MBE vendor (prime or sub), the number of MBE vendor(s) on the team, and the experience of the team members working with the MBE vendor(s) proposed.

**SECTION 5: RFP TIMELINE**

*This is the Town's best estimate of the timeline that will be followed.*

Site Walkthrough (Required)..... Monday, November 25, 2024, at 10:00 AM

Closing date to submit application..... Tuesday, December 3, by 3:00 PM

Present to the Town Council ..... Monday, January 13, 2024

Vendor notification and contract negotiation ..... Tuesday, January 28, 2024

**Proposal Attachments**

**1 - Town of Landis Streambank Stabilization for Landis Lake Dam Project Proposal Form & Signature Page**

It is the intent of the Town to accept the lowest responsible/responsive proposal. The selected proposal will be the most advantageous regarding price, quality of service, vendor qualifications and capabilities to provide the specified service, and other factors which the Town may consider. The Town reserves the right to accept or reject any or all proposals and to waive irregularities therein.

The undersigned hereby submits the following proposal for the cost of Contactor/Construction services as described within this Request for Proposal document:

Business Name \_\_\_\_\_

Representative Name/Title \_\_\_\_\_

Address \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Website \_\_\_\_\_

Email \_\_\_\_\_

<b>Material Costs</b>	<b>Labor Costs</b>	<b>Other / Note</b>

**Total Cost** \_\_\_\_\_

Payment will be made to the contractor within 30 days upon receiving the monthly invoice. The invoice shall include date(s) of service and the amount for each date. Special services provided will be billed via a separate invoice and described by the service provided and the date it was provided.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

## 2 - Proposal References

Please list three (3) client references. The Town reserves the right to contact references other than, and/or in addition to, those being furnished below.

Business Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Business Relationship \_\_\_\_\_

Business Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Business Relationship \_\_\_\_\_

Business Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Business Relationship \_\_\_\_\_

## 3 - Proposal Company Narrative

Company Name \_\_\_\_\_

Number of Employees \_\_\_\_\_ Years of Operation \_\_\_\_\_

Current Clients \_\_\_\_\_

\_\_\_\_\_

Please include a brief narrative in the space below to include any additional information you wish to share that may assist us in choosing the best vendor for our needs.

#### **4 - Property/Liability and Workers' Compensation Certification**

The selected vendor must provide a Certificate of Insurance including workers' compensation coverage naming the Town as additional insured with minimum insurance requirements of \$1,000,000.

- I understand that, if my proposal is selected, I will be required to provide a Certificate of Insurance with a minimum coverage of \$1,000,000 naming the Town of Landis as additional insured.
  
- I hereby certify that I have and will maintain in full force and effect a policy of Workers' Compensation Insurance in compliance with the Laws of the State of North Carolina with the following insurance company:

Insurance Company

Name \_\_\_\_\_

Agent's Name, Address, Telephone \_\_\_\_\_

Policy Number \_\_\_\_\_ Effective Date \_\_\_\_\_

#### **5 - Proposal Independent Contractor Statement**

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative, or employee of the Town for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required, shall have no contractual relationship with the Town, shall not be considered employees of the Town and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of North Carolina on behalf of said personnel arising out of employment or alleged employment including, without limitations, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the Town; and the Contractor shall defend, indemnify and hold the Town, its officers, agents and employees harmless from any and all such claims irrespective of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Town, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers Compensation, Unemployment Insurance, disability, or severance pay.

Company/Individual Name \_\_\_\_\_

Official Address \_\_\_\_\_

Signature & Title \_\_\_\_\_

Date: \_\_\_\_\_

## **6 - Certification Regarding Lobbying**

The undersigned Firm certifies, to the best of his or her knowledge and belief, that:

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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]





As a duly authorized representative, I certify that the above information is accurate.

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Signature of Firm's Authorized Official

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Printed Name and Title of Firm's Authorized Official

Date \_\_\_\_\_