

## Request for Proposals No. 2021-095 12 Mile Creek Debris Removal Service

**Due Date:** June 21, 2021 **Time:** 10:00 AM EDT

Receipt Location: Union County Government Center

Procurement Department 500 N. Main Street, Suite 709

Monroe, NC 28112

## **Procurement Contact:**

Vicky Watts, CLGPO Senior Procurement Specialist 704.283.3601 vicky.watts@unioncountync.gov

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#### 1 NOTICE OF ADVERTISEMENT

### Union County, North Carolina Request for Proposals No. 2021-095 12 Mile Creek Debris Removal Service

Electronic proposals will be received by the Union County's Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **10:00 AM EDT on June 21, 2021.** Late submittals will not be accepted.

Union County, North Carolina, through the Department of Soil and Water Conservation, is soliciting proposals from experienced and qualified licensed contractors to provide Stream Debris Removal Services in Union County.

Copies of the solicitation may be obtained from the locations listed below:

- 1. Download the Proposal Documents from the Union County website: https://www.unioncountync.gov/departments/bids-procurement/current-bids
- 2. Download the Solicitation Documents from the State of North Carolina IPS website: www.ips.state.nc.us (Bid by Departments, search County of Union).

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest.

Union County reserves the right to award to multiple vendors.

Offerors are required to comply with the non-collusion requirements set forth in the Solicitation Documents.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

#### 2 Submittal Details

#### 2.1 PROPOSAL SUBMISSION DEADLINE AND DELIVERY ADDRESS

All Proposal Submittals are to be received by the Union County Procurement Department no later than **10:00 AM EDT on June 21, 2021** per the instructions below. Any submittals received after this date and time shall be rejected without exception.

#### 2.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted electronically using the following link: <a href="https://lfportal.unioncountync.gov/Forms/procurementsubmit">https://lfportal.unioncountync.gov/Forms/procurementsubmit</a>. Select the Solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your proposal, and select submit. An email will be sent to the address listed on the form as your confirmation of receipt.

The proposal package <u>must be signed</u> by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

#### Paper submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse Offerors for any expenses incurred in preparing proposals in response to this request.

Union County reserves the right to:

- Reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest;
- Cancel this solicitation; and
- Award to multiple vendors.

#### 2.3 PROPOSAL QUESTIONS

Proposal questions will be due on or before <u>June 14, 2021 at 10:00 AM EDT</u>. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions in a Word Document or in the body of an email and send to Vicky Watts at <a href="mailto:vicky.watts@unioncountync.gov">vicky.watts@unioncountync.gov</a> by the deadline shown above. Questions send in graph or Excel sheet format will not be accepted. <a href="mailto:The email subject line should identify the proposal number and project title">The email subject line should identify the proposal number and project title</a>. All questions and answers may be posted as addenda on <a href="mailto:www.unioncountync.gov">www.unioncountync.gov</a> and <a href="www.unioncountync.gov">www.unioncountync.gov</a> and <a href="www.unioncountync.gov">www.unioncountync.gov

#### 2.4 PROPOSAL ADDENDUM

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum.

Should an Offeror find discrepancies or omissions in this RFP or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on <u>Appendix</u> C – Addendum and Anti-Collusion form.

#### 2.5 COMMUNICATION

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this Request for Proposals must be made only through the Procurement Contact noted on the cover of this RFP. A violation of this provision is cause for the County to reject a Company's proposal. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

#### 3 PURPOSE

#### 3.1 COUNTY

The County (estimated population 239,859) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

#### 3.2 INTRODUCTION

Union County, North Carolina, through the Department of Soil and Water Conservation, is seeking proposals from qualified, licensed contractors to provide Stream Debris Removal Services in Union County.

#### 4 PROJECT OVERVIEW AND SCOPE OF WORK

Union County Department of Soil and Water Conservation has identified a need for Stream Debris Removal Services for 12 Mile Creek and is seeking a licensed contractor who is prepared to assume the responsibility for providing these services while meeting federal and state guidelines and requirements.

Contractors shall provide disaster recovery services including, but not limited to, clean-up, demolition, removal, reduction and disposal of debris in order to eliminate threats to public health and safety. All equipment required for this services is the responsibility of the contractor.

All activities will be performed in <u>strict accordance</u> with the Best Management Practices provided in <u>Appendix D.</u>

An estimated 20,000 linear ft. of stream is anticipated to be cleared. However, there is no guarantee of the amount of stream footage. Maps of the designated areas to be cleared are located in **Appendix E** of this solicitation.

#### 5 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

#### 5.1 TERMS OF SUBMISSION

All material received from a person or company ("Respondent") in response to this solicitation shall become the property of Union County and will not be returned to the

Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent's sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as "Trade Secret – Confidential and Proprietary Information," and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent's materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

#### 5.2 PROPOSAL FORMAT

The County desires all responses to be identical in format in order to facilitate comparison. While the County's format may represent a departure from the vendor's preference, the County requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each Offeror is required to submit the proposal electronically – Refer to page 4, 2.2. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

The County may award a contract based on initial offers received without discussion of such offers. A proposer's initial offer should, therefore, be based on the most favorable terms available. The County reserves the right to contact proposers regarding cost and scope clarification at any time throughout the selection process.

The successful Offeror's proposal must include all responses to the requirements contained within this RFP and all appendices (if applicable) must be completed in their entirety.

By submitting a proposal, the successful Offeror's Offeror agrees to all applicable provisions, terms and conditions associated with this RFP. This solicitation, the successful Offeror's submitted proposal, all appendices and attachments (if applicable), and stated terms and conditions may become part of the resulting contract.

Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

Omissions and incomplete answers may be deemed unresponsive. Please initial any corrections.

#### The proposal should be organized and identified by section as follows:

- Section A Cover Letter
- Section B Qualifications and Experience
- Section C References
- Section D Subcontractors
- Section E Cost Proposal
- Section F Required Forms
  - Appendix A Proposal Submission (signed)
  - Appendix B Addenda Receipt and Anti-Collusion (signed)

#### 5.2.1 SECTION A – COVER LETTER

Provide the following information about your company. Respond to each item and provide supporting documentation and/or exhibits as requested or desired.

1. Legal Company Name and DBA (if applicable)

Address

Telephone Number

Website Address

Name of Single Point of Contact

Title

Telephone Number

**Email Address** 

2. Name of Person with Binding Authority

Title

Address

Telephone Number

**Email Address** 

3. Stipulate that the proposal price will be valid for a period of 180 days.

4. Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its proposal: "The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts."

#### 5.2.2 SECTION B - QUALIFICATIONS AND EXPERIENCE

This section provides each vendor with the opportunity to demonstrate how its history, organization, and partnerships differentiate it from other vendors. Careful attention should be paid to providing information relevant to Union County needs.

Provide a concise profile of the Vendor's organization to include the following:

- Number of years in business under the current organizational name and structure and services offered.
- The proposer should demonstrate full knowledge and understanding of the project and the requirements for this type of work.
- Track record of successful projects and satisfied customers.
- Is the Offeror's organization involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services

#### 5.2.3 SECTION C - REFERENCES

Provide, at a minimum, three (3) comparable clients with whom your firm has an established relationship similar to the Scope of Work outlined in this RFP and include the following:

- Company Name
- Contact Name and Title
- Address
- Phone Number
- Email Address

#### 5.2.4 SECTION D - SUBCONTRACTING

Subcontractors to be utilized in the performance of this service must be clearly identified. Provide the following:

- a. Name of the subcontractor;
- b. Reason for subcontracting;
- c. Proposed subcontractor responsibilities.

#### 5.2.5 SECTION E - PRICE FORM

Complete Appendix A – Price Form and submit with proposal.

#### 5.2.6 SECTION F - REQUIRED FORMS

Offerors <u>must include signed copies</u> of the following documents:

Appendix B – Proposal Submission (signed)

• Appendix C – Addenda Receipt and Anti-Collusion (signed)

#### 5.3 SELECTION PARTICIPANTS

- Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, please do not contact any members of Union County or its staff regarding the subject matter of this RFP until a selection has been made, other than the County's designated contact person identified in the introduction to this RFP.
- 2. Representatives of Union County will read, review, and evaluate the RFP independently based on the evaluation criteria. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
- 3. The County will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will assess the RFPs independently in accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected respondents.
- 4. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the RFPs.
- The County reserves the right to determine the suitability of proposals on the basis
  of a proposal meeting scope and submittal criteria listed in the RFP. Evaluation
  criteria and other relevant RFP information will be used to assist in determining the
  finalist Vendor.

#### 5.4 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the Vendor that represents the best value solution for the County.

In the evaluation and scoring/ranking of Offerors, the County will consider the information submitted in the RFP as well as the meetings (if applicable) with respect to the evaluation criteria set forth in the RFP

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.

RFP Criteria	Weights		
Company Background and Experience	25%		
Qualifications and Service			
Compliance with Submittal Requirements			
Price Schedule			

Vendors may be invited to give a demonstration of the capabilities of the proposed solution to the Union County evaluation team. The successful Offeror's demonstration (if requested), along with questions and answers, will be a critical component of the overall vendor evaluation.

After identification of Short-Listed Offerors, the County may or may not decide to invite Short-Listed Offerors to vendor demonstration/interviews. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. For the purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

Interview Criteria	Weights
Proposed Approach and Staff	65%
Quality and Relevance of Interview as it Relates to the	
Scope of the RFP	35%

Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Proposers will be notified in advance of the time and format of such meetings.

#### 5.5 AWARD PROCEDURE

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion.

The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms.

A proposal may be rejected if it is incomplete. Union County may reject any or all proposals and may waive any immaterial deviation in a proposal.

More than one proposal from an individual, Offeror, partnership, corporation or association under the same or different names, will not be considered.

The County reserves the right to enter into negotiations with the top ranked Offeror. However, negotiations with the top ranked Offeror does not signify a commitment by Union County to execute a contract or to continue discussions.

The County reserves the right to terminate negotiations at any time and for any reason.

The County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous proposal.

The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

#### 5.6 CONFLICT CERTIFICATION

The Offeror must certify that it does not have any actual or potential conflicts of interest with, or adversarial litigation against the County or any of its officers or employees. During the course of the contractual relationship formed pursuant to this solicitation, any such conflict of interest, whether newly arising or newly discovered, must be disclosed to the County in writing.

#### **6 GENERAL CONDITIONS AND REQUIREMENTS**

#### 6.1 TERMS AND CONDITIONS

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion.

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

All proposals submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

#### 6.2 CONTRACTUAL OBLIGATIONS

The contents of this Proposal and the commitments set forth in the selected Proposal(s) shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service Provider(s).

#### 6.3 SUB-CONTRACTOR/PARTNER DISCLOSURE

If the proposal by any Company requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the proposal. The Company submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

#### 6.4 EXCEPTION TO THE PROPOSAL

An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the Proposal. All exceptions taken must be identified and explained in writing in the proposal and must specifically reference the relevant section(s) of this Proposal. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this Proposal. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.

#### 6.5 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Prior to the scheduled closing time for receiving proposals, any Vendor may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 180 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted. The proposal will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked "Modification of Proposal" – with solicitation number and name on the front of the envelope. Oral, telephone, or fax modifications or corrections will not be recognized or considered.

#### 6.6 EQUAL EMPLOYMENT OPPORTUNITY

All Offerors will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

#### 6.7 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

#### 6.8 LICENSES

The successful Offeror(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

#### 6.9 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Vendor/Offeror shall ensure that Offeror and any Sub-Contractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

#### 6.10 DRUG-FREE WORKPLACE

During the performance of this Request, the Offeror agrees to provide a drug-free workplace for their employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful

manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Offeror/Offerors in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

#### **6.11 INSURANCE**

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

#### A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

#### B. COMMERCIAL GENERAL LIABILITY

(for any agreement unless otherwise waived by the Risk Manager)
Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

#### C. COMMERCIAL AUTOMOBILE LIABILITY

(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000 Combined Single Limit - Any Auto

#### D. PROFESSIONAL LIABILITY

(only for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)

\$1,000,000 Claims Made

E. NETWORK SECURITY & PRIVACY LIABILITY (CYBER) (for any agreement involving software applications)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

#### ADDITIONAL INSURANCE REQUIREMENTS

A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

# UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department:	
Contract #:	

H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for

claims made or suits brought which result from or are in connection with the performance of this Agreement.

I. Certificate Holder shall be listed as follows:

Union County Attention: Keith A. Richards, Risk Manager 500 N. Main Street, Suite #130 Monroe, NC 28112

J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

#### 6.12 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

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### 7 APPENDIX A - PRICE FORM

#### RFP 2021-095 12 Mile Creek Debris Removal Service

## **Submit with Proposal**

Company Name				
This project must b	e completed no later than	December 31,	2021	
	000 linear feet of stream is project. Enter unit price in	•		wever, no amount is
	Description	Unit	Unit Price	
	Stream Debris Removal	Linear Foot		

## Time of Completion:

Offeror agrees that the Work will be substantially completed and ready for final payment in accordance with the duration days listed above.

## 8 APPENDIX B - PROPOSAL SUBMISSION

## RFP 2021-095 12 Mile Creek Debris Removal Service

## **Submit with Proposal**

This Proposal is submitted by:	
Company Legal Name:	
Representative Name:	
Representative Signature:	
Representative Title:	
Address:	
County/State/Zip:	
Email Address:	
Phone Number:	
Website Address:	
awards according to the best i recover and re-advertise this pro	nty reserves the right to reject any and all proposals, to make nterest of the County, to waive formalities, technicalities, to pject. Proposal is valid for 180 days. <u>Proposal is submitted by</u> nat has authority to contract with Union County, NC.
Name:	
Title:	
Required Signature:	
Date:	

## 9 APPENDIX C – ADDENDUM AND ANTI-COLLUSION

#### RFP 2021-095 12 Mile Creek Debris Removal Service

#### **Submit with Proposal**

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on <a href="www.co.union.nc.us">www.co.union.nc.us</a> and/or <a href="www.ips.state.nc.us">www.co.union.nc.us</a> and/or <a href="www.ips.state.nc.us">www.co.union.nc.us</a> and/or <a href="www.ips.state.nc.us">www.ips.state.nc.us</a>. It is your responsibility to check for this information.

Addendum No.		Date Downloaded
	_	
	_	
	_	
	-	

I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name:	
Name:	
Title:	
Email Address:	
Signature:	
Date:	

## 10 APPENDIX D - SAMPLE VENDOR PAYMENT NOTIFICATION

RFP 2021-095 12 Mile Creek Debris Removal Service

<u>Informational Purposes Only</u> - Do not submit with proposal.



Administrative Services Finance Division 500 N Main Street Suite 714 7th Floor Monroe, NC 28112 704.283.3886 www.unioncountync.gov

#### ATTENTION: ACCOUNTS PAYABLE VENDORS

As part of our Fraud Prevention Program, Union County now prefers two methods for payments to vendor accounts. These methods allow for faster and easier payments to vendors.

The first and preferred method available is to accept a VISA card payment from the County. If you accept payment via VISA, payment is made at the time of the transaction or upon receipt and approval of the invoice.

The second method is an Electronic Funds Transfer. (EFT) This means that you will receive payment of invoices due directly into your bank account. With this method, you will get an email confirmation giving you the date, invoice numbers, and total amount paid. Your payment will be available to you on Monday (or the first banking day if Monday is a bank holiday) following receipt of an approved invoice from the County department invoiced.

An EFT Enrollment Form to enroll in the program is attached for your convenience. You can also visit the Union County website at <a href="https://www.unioncountync.gov">www.unioncountync.gov</a> at any time to get a new form if your banking information changes. If the banking information changes and you do not notify us, it will delay receipt of payment for invoices.

If you wish to receive payment via the County's VISA card, please contact Alex Whitaker at 704-283-3538 or Christi Climbingbear at 704-283-3543, or send an email to alex.whitaker@unioncountync.gov and you will be added to the list of vendors accepting the VISA card method of payment.

Union County prefers all vendors participate in one of the two methods described above.

Thank you in advance for your participation.



Please return this completed form and supporting documents to:



## Union County -Finance Office Suite 714, 7th Floor, 500 N. Main Street, Monroe NC 28112

Phone: (704) 283-3886 Fax: (704) 225-0664 Email: ap@unioncountync.gov

## Authorization for payment via Electronic Funds Transfer (EFT)

Initi Enro	al ollment		Change Information	Today's Date
Company Name	e			
Street Address				
City, State, Zip				
	and that if I	my bank		o electronically deposit funds into the account indicated changes and Union County is not made aware of this change,
Bank Name				
Address				
City, State, Zip				
Routing/ABA #	<u></u>			Bank Acct No.
Payment Notif details for all fun				owing individual to receive an email notification of payment y Union County.
Name & Title				
Email Address				
Phone Number				
Officer Name &	Title			
Phone Number				
Signature:				

FOR ACCOUNT VERIFICATION, PLEASE ATTACH A VOIDED CHECK.

This authorization will remain in effect until Union County has received written notice to discontinue.

# APPENDIX B: BEST MANAGEMENT PRACTICES (BMPs) FOR SELECTIVE CLEARING AND SNAGGING\*

Trees and brush that shade streams and stabilize the banks should not be disturbed. In new channel construction, existing trees and brush should be left in place along the tops of banks. No stream work, including bank clearing and excavation or removal of materials, "snags," or other channel obstructions, should be allowed except at specific locations where significant blockages in streams occur. Channel excavation and snag removal should be accomplished with the minimum streambank clearing needed to provide access to the stream and should not be undertaken unless it is absolutely necessary. The following BMPs prescribe the manner in which snag removal and stream channel clearing should be undertaken:

a. Practices for snagging.

- Logjam removal. Only those log accumulations that are obstructing flows to a degree that results in flooding or significant ponding or sediment deposition should be removed.
- (2) Removal of other logs.
  - Affixed logs. Isolated or single logs should not be disturbed if they are embedded, jammed, rooted, or waterlogged in the channel or the floodplain, if they are not subject to displacement by current, and if they are not presently blocking flows. Generally, embedded logs that are parallel to the channel are not considered to cause blockage problems and should not be removed. Affixed logs that are crossways to the flow of waters in the channel and are trapping debris to the extent that could result in significant flooding or sedimentation may be removed.
  - Free logs. All logs that are not rooted, embedded, jammed, or sufficiently waterlogged to resist movement by stream currents may be removed from the channel.
- (3) Protecting riparian vegetation. No rooted trees, whether alive or dead, should be cut unless:
  - They are leaning over the channel at an angle greater than 30 deg of vertical and they are dead or severely undercut, or damaged root systems are relying upon adjacent vegetation for support and it appears they will fall into the channel within 1 year and create blockage to flows; or
  - Their removal from the floodplain is required to secure access for equipment to a point where a significant blockage has been selected for removal.

<sup>\*</sup> Source: State of New York (1986). The citation for this reference is included with those following the main text of this report.

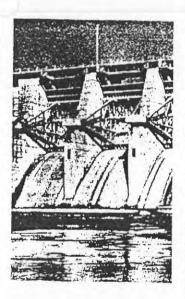
Trees selected for removal should be cut well above the base, leaving the stump and roots undisturbed. Procedures for removing the felled portion should be the same as for other logs as discussed below.

- (4) Equipment for log removal. First consideration should be given to the use of hand-operated equipment to remove log accumulations. When the use of hand-operated equipment is infeasible, vehicular equipment should be used in accordance with the following guidelines:
  - Water-based equipment (e.g., a crane or winch mounted on a small, shallow draft barge or other vessel) should be used for removing material from the stream. A small crawler tractor with winch or similar equipment may be used to remove debris from the channel to selected disposal points.
  - When stream conditions are inadequate for the use of water-based equipment, the smallest feasible equipment with tracking systems that minimize ground disturbance should be specified for use. Larger equipment may be employed from nonwooded areas where cables could be stretched down to the channel to drag out materials to be removed.
  - Access routes for equipment should be selected to minimize disturbance to existing floodplain vegetation, particularly in the riparian zone. Equipment should be selected which will require little or no tree removal in forested areas.
- (5) Log disposal practices. All logs or trees designated for removal from a stream or floodplain should be removed or secured in such a manner as to preclude their reentry into the channel by floodwaters. Generally, they should be transported well away from the channel and floodway and positioned parallel to the stream channel so as to reduce flood flow impediment. When large numbers of logs are removed at one location (e.g., logjams), their use for firewood may be most appropriate. Burying of removed material should not be permitted.
- b. Practices for stream channel clearing.
  - (1) Small debris accumulation. Small debris accumulations should be left undisturbed unless they are collected around a log or blockage that should be removed. (Small debris accumulations will not constitute a significant blockage to flows. Upon removal of logs and other blockages under these BMPs and the following completion of the project, the changed water velocities will remove and disperse these small debris accumulations so that no significant blockage of water flows will result.)
  - (2) Removal of sediment and soils. Major sediment plugs in the channel may be removed if they are presently blocking the channel to a degree that results in ponding and dispersed overland flow through poorly defined or nonexistent channels and, in the opinion of appropriate experts, will not be removed by natural stream or river forces after logs and other obstructions have been removed.

- (3) Disposal of spoil material. Conventional excavating equipment may be required for sediment blockages. This equipment should be employed in a manner which will minimize environmental damages as follows:
  - Access routes for equipment should be selected to minimize disturbance to existing floodplain vegetation, particularly in the riparian zone.
  - Material disposal and necessary tree removal should be limited to one side of the original channel at any given location.
  - To the maximum extent possible, excavating equipment should not be employed in the stream channel bed.
  - Where feasible, excavated materials should be removed from the floodplain. If floodplain disposal is the only feasible alternative, the spoil material should be placed on the highest practical elevation and no material should be placed in any tributary or distributary channels which provide for ingress and egress of waters to and from the floodplain.
  - No continuous spoil pile should be created. It is suggested that no pile exceed 50 ft in length or width and a gap of equal or greater length should be left between adjacent spoil piles.
  - Spoil piles should be constructed as high as sediment properties allow.
  - The placement of spoil material around the bases of mature trees should be avoided where possible.
  - All disturbed areas should be reseeded or replanted with plant species which will stabilize soils and benefit fish and wildlife. Revegetation should be in accordance with County Soil and Water Conservation District recommendations.
  - All disturbed areas should be reseeded or replanted with plant species which will stabilize soils and benefit fish and wildlife. Revegetation should be in accordance with County Soil and Water Conservation District recommendations.









## ENVIRONMENTAL IMPACT RESEARCH PROGRAM

TECHNICAL REPORT EL-92-35

# INCREMENTAL EFFECTS OF LARGE WOODY DEBRIS REMOVAL ON PHYSICAL AQUATIC HABITAT

by

Roger H. Smith

Center for River Studies Memphis State University Memphis, Tennessee 38152

F. Douglas Shields, Jr.

USDA Agricultural Research Service National Sedimentation Laboratory Oxford, Mississippi 38655-1157

Elba A. Dardeau, Jr., Thomas E. Schaefer, Jr., Anthony C. Gibson

Environmental Laboratory

DEPARTMENT OF THE ARMY
Waterways Experiment Station, Corps of Engineers
3909 Halls Ferry Road, Vicksburg, Mississippi 39180-6199



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Under EIRP Work Unit 32555

#### Summary

LWD plays an important role as a component of aquatic habitat. Although LWD enters food webs as it decays, the major importance of debris lies in its structural characteristics and the way it influences channel flow patterns. Physical processes associated with debris in streams include the formation of pools and retention of fine sediment and organic matter.

Awareness of the adverse effects of complete LWD removal on channel stability and aquatic habitat has led to the development of guidelines for selective removal of LWD as a means of balancing habitat and conveyance objectives. These guidelines (Appendix A) involve the use of manual labor and small equipment to remove only the LWD that causes significant flow obstruction. Removal of bank vegetation and disturbance to stream habitats is minimized. Personnel within some Corps districts have already completed or are in the process of classifying the streams under their jurisdiction according to these guidelines. Use of these guidelines for project planning and design requires quantification of the hydraulic and environmental impacts of incremental LWD removal.

In this study, a simple method for quantifying LWD density and computing associated friction factors was developed and tested using data collected during an LWD removal project on the South Fork Obion River in western Tennessee. Physical conditions of both cleared and uncleared stream reaches were measured by collecting three types of data: LWD density, dye tracer tests (for computing reach mean hydraulic parameters), and physical habitat (depth, velocity, bed type, and cover) at selected transects. The LWD density was the important independent variable, while the dye tracer and physical habitat data were used to study macroscale and microscale effects of LWD, respectively. Macroinvertebrate samples were also collected at low flow conditions, and the results are presented in a companion report to this study (Payne and Miller in preparation).

#### Conclusions

Removal of LWD from the study reach decreased near-bank-full friction factor by about one third. Impacts on physical aquatic habitat at base flow

were measurable and statistically significant, even though the Stream Obstruction Removal Guidelines (IAFWA 1983) were applied throughout project planning and implementation. Benefits of proposed LWD removal projects should be carefully analyzed in light of costs and environmental impacts. Findings of this study generally agreed with work by others in different types of streams. The simple procedure developed in this study for quantifying LWD density and its effect on channel resistance may be used for environmental impact assessment and hydraulic engineering analyses. Considerable refinement and site-specific adaptation may be in order, however. The method for prediction of channel roughness coefficients does not account for local losses because of bends or flow expansion and contraction at bridges, debris dams, or riffles.

#### Recommendations

To refine the methodology used in this study, additional data should be collected from two more stream LWD removal projects. Streams with higher LWD density and different types of bed sediment from that encountered in this study would be preferable. Physical data should be collected over a range of flows varying from normal low-flow to bank-full conditions. Concurrent biological data should be collected at base flow. Data should be collected to document preproject and postproject conditions. Investigation of additional methods of determining LWD density, such as using video recorders or low altitude aerial photography to count and measure the LWD formations, is recommended.

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# 11 APPENDIX D - BEST MANAGEMENT PRACTICES


RFP 2021-095 12 Mile Creek Debris Removal Service

Informational Purposes Only - Do not submit with proposal.

## 12 APPENDIX F - LOCATION MAPS

RFP 2021-095 12 Mile Creek Debris Removal Service

Informational Purposes Only - Do not submit with proposal.



Scale: 1 inch = 2,000 ft.

