



Request for Proposals No. 2024-045 Beaverdam Creek Richardson Creek Debris Removal

Due Date: December 22, 2023
Time: 2:00 PM EDT
Receipt Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Non-Mandatory Pre-Bid Conference and Site-Visit

Date: December 5, 2023
Time: 10:00 AM EDT
Location: Agricultural and Event Complex
3230 Presson Road
Monroe, NC 28112

Procurement Representative

Erick Perjuste,
Procurement Specialist
704.283.3658
Erick.Perjuste@unioncountync.gov

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1 NOTICE OF ADVERTISEMENT

**Union County, North Carolina
Request for Proposals No. 2024-045
Beaverdam Creek Richardson Creek Debris Removal**

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 **2:00 PM EDT on December 22, 2023.** Late submittals will not be accepted.

A Non-Mandatory, Pre-Proposal Conference and Site Visit will be held on **December 5, 2023 at 10:00 AM EDT** at the Agricultural and Event Complex 3230 Presson Road Monroe, NC 28112. Representatives from the Soil and Water Conservation Department will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

Union County, through the Department of Soil and Water Conservation, is soliciting proposals from experienced and qualified 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 eVP website:
<http://evp.nc.gov/solicitations/> (Search County of Union).

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement Representative listed on the cover page (Erick.Perjuste@unioncountync.gov) no later than **December 8, 2023 at 11:00 AM EDT.**

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 **2:00 PM EDT on December 22, 2023** 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: <https://ifportal.unioncountync.gov/Forms/procurementsubmit>. 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 **must be signed** 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 **December 8, 2023 at 11:00 AM EDT**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by email to Erick Perjuste at Erick.Perjuste@unioncountync.gov by the deadline shown above. **The email subject line should identify the proposal number and project title.** All questions and answers may be posted as addenda on www.unioncountync.gov and/or <http://evp.nc.gov/solicitations/> (Search County of Union).

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 Appendix C – Addendum and Anti-Collusion form.

2.5 NON-MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT

A Non-Mandatory Pre-Bid Conference and Site Visit will be held on **December 5, 2023 at 10:00 AM EDT** at the Agricultural and Event Complex 3230 Presson Road Monroe, NC 28112. Representatives from the Union County Soil and Water Conservation Department will be on-hand to give a brief overview of the project and to answer questions. Although attendance at this meeting and site visit are not mandatory, it is strongly encouraged. Individual requests for site visits will not be accommodated.

Please note that there are multiple access points to visit. You are therefore encouraged to begin the conference and site-visit at the Agricultural and Event Complex and then we'll proceed to all available access points.

2.6 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 INTRODUCTION

3.1 COUNTY

The County (estimated population 239,859) is located in the central, southern piedmont. The County provides its residents 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 PURPOSE

Union County, North Carolina, through the Department of Soil and Water Conservation, is seeking proposals from qualified 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 Beaverdam Creek and Richardson Creek and is seeking a contractor who is prepared to assume the responsibility for providing these services while meeting federal and state guidelines and requirements. Selected contractor is responsible for having applicable industry license and certification.

Contractors shall provide debris removal 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 service is the responsibility of the contractor.

An estimated 21,119 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 D** of this solicitation.

The Soil & Water Conservation Commission has determined that processing of debris may include any of the following activities:

- Chipping
- Burning (Must comply with all required State Forest Service permits and only under appropriate Air Quality conditions)
- Piling outside of the floodplain
- Other processing options approved by the Commission

4.1 REMOVAL FROM THE FLOODPLAIN

- Debris removed from the stream can be hauled away from the floodplain. Debris can be loaded directly into a truck for removal or debris can be floated to a location appropriate for its removal from the stream or floodplain.
- Debris can be piled on the property as long as it is outside of the 100 year floodplain.
- Debris can be removed to a landfill (grantees should confirm that the landfill accepts woody debris), another property, or to another location on the same property as long as it is outside of the floodplain and landowner has granted permission for the debris to be deposited on the site.
- Equipment used for hauling debris from the floodplain should be used in a manner that minimizes the impact to the banks of the stream. Boat mounted equipment may be an effective option for accessing stream debris. Tracked or wheeled equipment should be kept out of the stream channel and may be employed from the bank by using a manipulator arm or cables to drag debris out of the stream channel.
- If garbage (such as wooden construction materials) is contributing to blockages in the stream, it can be removed from the stream and disposed outside of the floodplain.



4.2 CHIPPING OR BURNING DEBRIS

Debris can be left in the floodplain if it has been chipped or burned so that it does not pose a risk of contributing to future blockages if it is washed back into the stream. Wood chips can be left on site or hauled away.

- Wood chips can be placed on the floodplain starting at the top of the bank. Wood chips should not be placed below the top of the bank or in channels that drain from the floodplain into the stream.
- Wheeled chippers and other equipment should be used in a manner that reduces impact to soil and vegetation.
- Wood chips should be distributed across the site in as thin a layer as practical to avoid inhibiting plant growth. Wood chips can be left in a pile at the landowner's request.
- Debris can be burned on site. The grantee/contractor is responsible for obtaining and possessing a valid burn permit (if applicable) and for following any other necessary laws or statutes related to burning.


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 the format listed below. 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 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** – Price Form
- **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.
- Provide brief description of staff who will be associated with this project and indicate the functions that each will perform.
- Is the offerors 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 - SUBCONTRATING

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 must include signed copies of the following documents:

- Appendix B – Proposal Submission (signed)
- Appendix C – Addenda Receipt and Anti-Collusion (signed)

5.3 SELECTION PARTICIPANTS

1. 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.

5. 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	40%
Compliance with Submittal Requirements	10%
Price form	25%

Vendors may be invited to give a demonstration of the capabilities of the proposed solution to the Union County evaluation team. The successful bidder’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, Qualifications 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

The contractor awarded will have until June 30th, 2024 to complete the project. This date is subject to change accordingly upon demand.

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 120 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
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D. **PROFESSIONAL LIABILITY**

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

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. **NETWORK SECURITY & PRIVACY LIABILITY (CYBER)**

(for any agreement involving software applications)

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Network Security & Privacy 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.

Intentionally Left Blank

7 APPENDIX A – PRICE FORM

RFP 2024-045 Beaverdam Creek Richardson Creek Debris Removal

Submit with Proposal

Company Name _____

This project must be completed no later than June 30, 2024. This date is subject to change accordingly upon demand.

An estimate of 21,119 linear feet of stream is anticipated to be cleared. However, no amount is guaranteed for this project. Enter unit price in the chart below:

Description	Unit	Unit Price
Stream Debris Removal	Per Linear Foot	

_____ Insert the number of days to Substantial Completion after Notice to Proceed.

Time of Completion:

Bidder 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 2024-045 Beaverdam Creek Richardson Creek Debris Removal

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: _____

It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-advertise this project. Proposal is valid for 120 days. Proposal is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

9 APPENDIX C – ADDENDUM AND ANTI-COLLUSION
RFP 2024-045 Beaverdam Creek Richardson Creek Debris Removal

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 www.unioncountync.gov and/or <https://evp.nc.gov/solicitations/> It is your responsibility to check for this information.

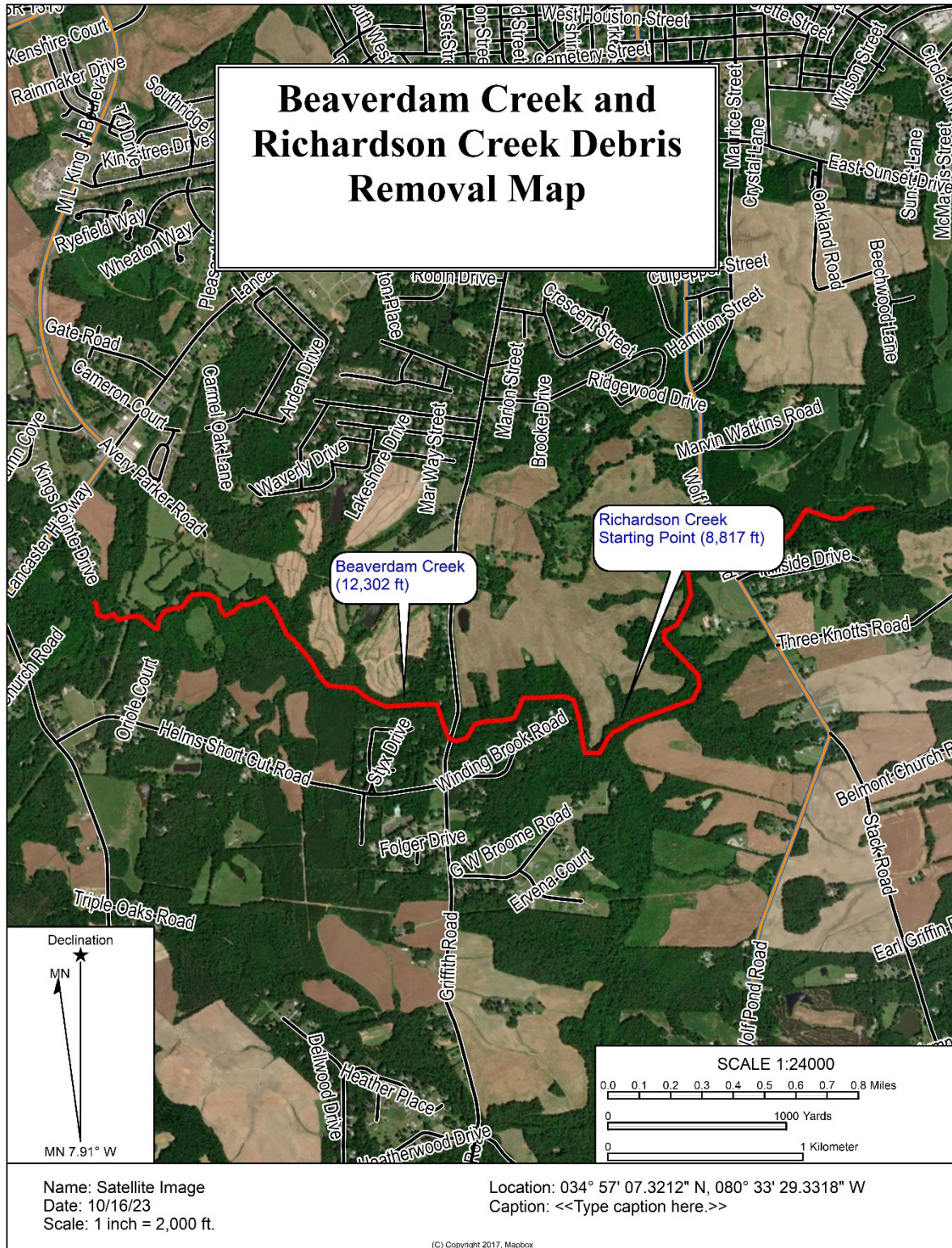
Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

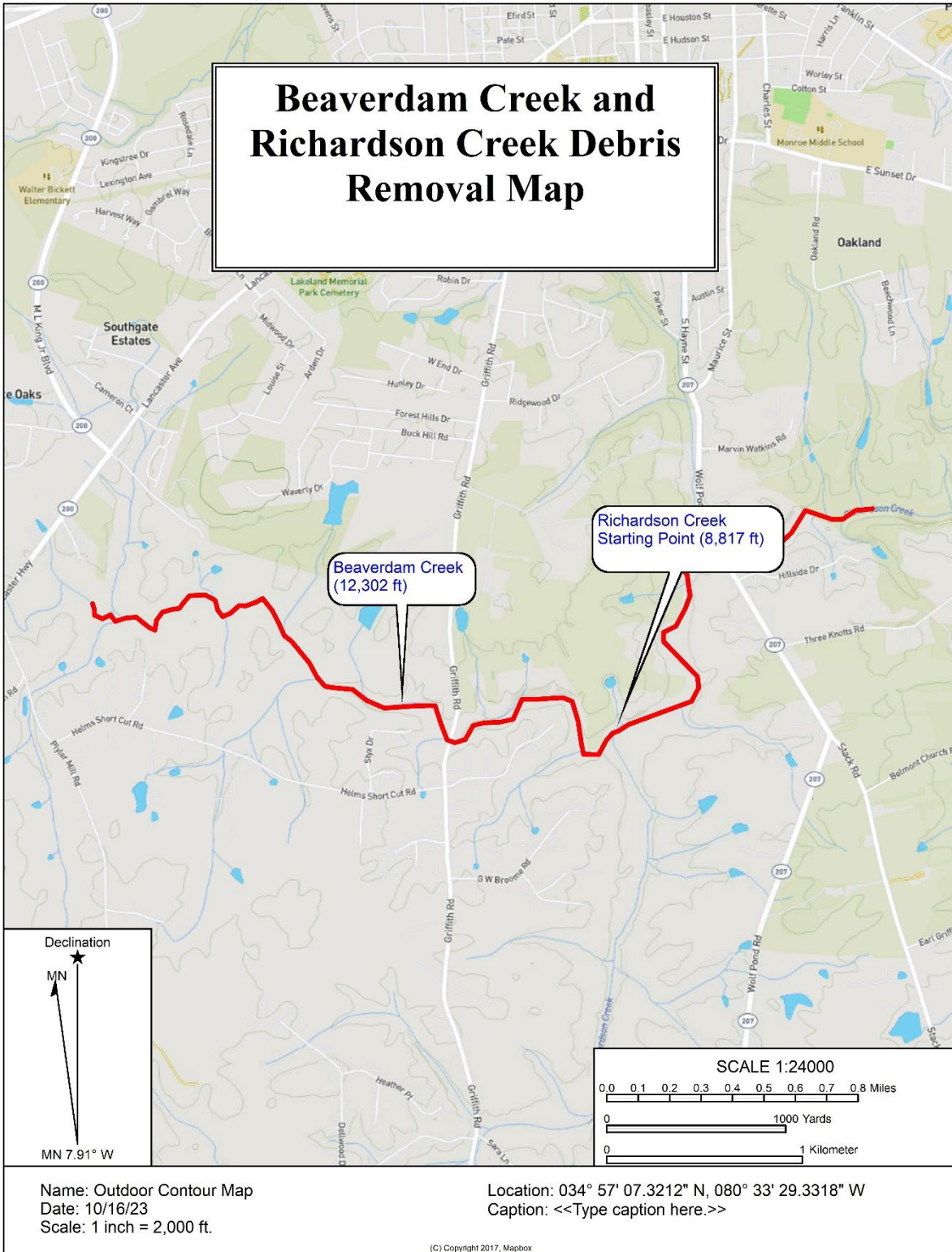
I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.

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

10 APPENDIX D – MAPS OF THE DESIGNATED AREAS

RFP 2024-045 Beaverdam Creek Richardson Creek Debris Removal







11 APPENDIX E – SAMPLE VENDOR PAYMENT NOTIFICATION
RFP 2024-045 Beaverdam Creek Richardson Creek Debris Removal

Informational Purposes Only - Do not submit with proposal.



12 APPENDIX F – TEMPLATE CONTRACT

RFP 2024-045 Beaverdam Creek Richardson Creek Debris Removal

Informational Purposes Only - Do not submit with proposal.