

Request for Proposals

Harnett Soil and Water Conservation District



**Stream Debris Removal: Stretches within the Lower Little River, Anderson Creek,
and Upper Little River
Harnett County, North Carolina**

Issue Date: October 12, 2020

**Bid Date: Monday, October 26, 2020 at 2:00pm
420 McKinney Parkway
Lillington, NC 27546**

CONTACT PERSONS:

Questions Regarding the Bid Package

Renea Warren-Ford

Purchasing Specialist

Phone: (910)814-6101

Email: purchasing.support@harnett.org

Questions Regarding the Specifications

Lynn Lambert

Natural Resources Director

Phone: (910)893-7584

Email: llambert@harnett.org

NOTICE TO PROPOSERS

The Harnett County Soil and Water Conservation District is requesting quotes from experienced vendors that specialize in stream debris removal work. The scope of the work and all other details and requirements are included in this attachment.

Sealed proposals will be received by Harnett County from Monday, October 12, 2020 to Monday, October 26, 2020 at 2:00pm at the County Manager's Office. Any proposals received later than the specified time will not be accepted or considered. The proposal must be signed by an official authorized to bind the Contract/Proposer and should be clearly marked **"Bid Enclosed, Stream Debris Removal ATTN: Renea Warren-Ford"** on the outside of the bid package or mail carrier envelope. The County of Harnett assumes no responsibility for unmarked or incorrectly marked proposals.

Due to COVID-19 precautions, a non-public bid opening will be held Monday October 26, 2020 at 2:00pm and bids will be evaluated at that time. A bid tabulation will be available upon request once the contract is awarded to the successful bidder.

Harnett County reserves the right to reject any or all bids, waive any informality and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of 60 days from the bid opening thereof.

From the date of this advertisement until the date of the opening proposals, the RFP is and will continue to be on file in the Finance Office of Harnett County, 420 McKinney Parkway Lillington, NC 27546, during regular business hours, and available to prospective bidders. To request a copy, contact Renea Warren-Ford.

Minority/Women owned businesses are encouraged to submit proposals.

A. Purpose

Harnett County is issuing the Request for Proposals (RFP) to solicit **sealed** proposals from qualified vendors that specialize in stream debris removal. The County does not guarantee a minimum value of this contract. Details are listed below.

B. Contract Period

The term of a contract awarded as a result of this RFP shall begin on November 2, 2020 with work to begin on that date or no later than November 9, 2020. Every effort should be exercised to complete the stream debris removal project to satisfactory inspection of same by February 26, 2021. Invoices may be submitted periodically as work progresses as or no later than March 9, 2021.

The pricing for the term of the contract shall not change. Under extenuating circumstances, price increase may be submitted to the Harnett County Purchasing Department for review. The contractor shall submit a price change request to Purchasing detailing the additional services required with the associated costs.

If, at any time, the County determines it is in its best interest to discontinue use of these services, the County reserves the right to cancel this Agreement by giving 30 days advance written notice.

C. General Provisions

1. Proposers may find instances where they take exceptions with certain requirements or specifications of the Request for Proposal. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County and/or Harnett Soil and Water Conservation District (SWCD), and a description of the advantage to be gained or disadvantages to be incurred by the County and/or Harnett SWCD as a result of these exceptions. All exceptions shall be noted on ATTACHMENT B-Proposal Form.
2. Completeness. All information required by Request for Proposal must be complete and submitted to constitute a responsible proposal. Attachments must be filled out in its entirety and a copy of all licenses and certifications required must be attached.
3. The proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the county and/or Harnett SWCD. Therefore, the proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold all County of Harnett, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The proposer shall further understand that the County of Harnett cannot save and hold harmless and/or indemnify the Proposer and/or the Proposes employees against any liability incurred or arising as a result of an activity of

the proposer or and activity of the proposers employees performed in connection with the contract.

4. The proposer represents and warrants to the County and/or Harnett SWCD that the proposer has or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this contract. All services required of contractor hereunder shall be performed by contractor, or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. The contractor represents and warrants to the county and/or Harnett SWCD that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The contractor shall remove from the work described in this contract and any person the County and/or Harnett SWCD seems to be incompetent, careless, or otherwise objectionable.
5. The County and/or Harnett SWCD reserves the right to reject any and all proposals, to waive minor irregularities in the evaluation process and to request clarification of, or additional information from any proposer. The County and/or Harnett SWCD also reserves the right to further negotiate minor modifications with the successful Proposer upon completion of the evaluation process prior to the execution of the final contract. The County and/or Harnett SWCD in not obligated to enter into a contract on the basis of any proposal submitted in the response to this document, is under no obligation to award this project to the proposer having the lowest fee estimate and reserves the right to award a contract deemed most advantageous for the County and/or Harnett SWCD.
6. Proposals for All or Part. Unless otherwise specified by the County or by the proposer, Harnett County reserves the right to make award on all items or on any of the items according to the best interest of the County. Proposer may restrict his/her proposal to consideration in the aggregate by so stating, but must name a unit price on each facility bid as shown on Attachment B.
7. Certification of Independent Price Determination: By submission of the proposal, the proposer certifies and, in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
 - a. The price in this proposal has been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this proposal have not and will not be knowingly disclosed by the proposer prior to proposal opening, directly or indirectly, to any other proposer or to any competition; and
 - c. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

8. Prior to the final selection, Proposers may be required to submit additional information which the County and/or Harnett SWCD may deem necessary to further evaluate the Proposer's qualifications.
9. Termination Clauses
 - a) Failure to Provide Service: The County and/or Harnett SWCD may cancel the contract at any time for breach of contractual obligations by providing the successful Proposer with a written notice of such cancellation. Should the County and/or Harnett SWCD exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date specified in the notice of cancellation.
 - b) Authority to Terminate: The Harnett County Manger is authorized to terminate this contract on behalf of the County and/or Harnett SWCD.
 - c) Termination for Convenience: The County and/or Harnett SWCD shall have the right to terminate the contract without cause and at its convenience, when the County and/or Harnett SWCD determines that it is in its own best interest to so terminate the contract.
10. Expenses. The County shall not be liable to the contractor for any expenses paid or incurred by the contractor unless otherwise agreed in writing.
11. Insurance. Contractor, at its sole expense, will purchase and maintain the insurance listed below as A, B, & C.
 - a. Automobile – Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.
 - b. Commercial General Liability-Bodily injury and property damage liability as will protect the contractor from claims of bodily injury or property damages which arise from operations of the contract. The amounts of such insurance coverage shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate coverage. This insurance shall include coverage for completed operations/products liability, personal injury liability, and contractual liability. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his/her employees engaged in any work under the contract.
 - c. Workers' Compensation and employers' liability meeting the statutory requirements of the State of North Carolina.
12. Contractor shall name the County as an additional insured on all policies of insurance specified above, except workers' compensation, and Contractor shall provide the County with a certificate of such insurance that shall contain the provision that the County will be given thirty (30) days written notice of any intent to amend or terminate said policy by either the insured or the insuring company. However, a ten (10) day notice is sufficient for cancellation by the insuring company due to non-payment of premium
13. Indemnification. Contractor agrees to indemnify and hold the County and Harnett SWCD harmless from and against any claims or liability, including attorneys' fees, resulting from any claim for damages by reason of any injury to any person or persons including, but not

limited to, Contractor and its employees, or property of any kind whatsoever and to whosoever belonging, including but not limited to, Contractor and its employees and agents from any cause or causes whatsoever arising from the performance of the Contractor and its employees and agents of the obligations under the provisions of the contract; provided, however, Contractor shall not be liable to the County for any injury to persons or property which may result solely or primarily from the action or non-action of the County or its officers or employees.

14. Compliance with Laws. The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
15. North Carolina Law. The contract shall be deemed to be under and shall be governed by, and constructed according to, the laws of North Carolina.
16. Forum and Jurisdiction. Any litigation arising out of the contract shall be had in the Courts of Harnett County, North Carolina.
17. Dispute Resolution. The parties agree that it is in their mutual interest to resolve disputes informally. A claim by Contractor shall be submitted in writing to the County for decision. A claim by the County shall be submitted in writing to the Contractor for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.
18. E-Verify: Contractor understands that 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 in accordance with §64-25(5) of the North Carolina General Statutes. Provided that Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State, then Contractor understands and certifies that they shall verify the work authorization of the employee through E-Verify in accordance with §64-26(a) of the North Carolina General Statutes. Contractor further certifies that their subcontractors comply with E-Verify pursuant to federal law, and Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor.
19. Equal Employment Opportunity. Contractor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.
20. The proposer hereby certifies that any contract made pursuant to this RFP is made without prior understanding or agreement with any corporation, firm or person who submitted bids

for the work covered by the contract and it in all respects fair and without collusion or fraud. As to contractor, the undersigned hereby warrants and certifies that they are authorized to enter into contracts and to execute same on behalf of the contractor as the act of the said contractor.

21. Payment Procedures. Contractors shall invoice County and/or Harnett SWCD by completion of stream segment(s) or at completion of entire scope of work.
 - a. All payments under the contract resulting from the RFP shall be made only for services requested and approved by the County and/or Harnett SWCD. All payments shall be Net 30 Days from the date of receipt of a correct and accurate invoice.
 - b. Invoices will not be paid until an inspection is performed and work is approved by Lynn Lambert and a representative from the North Carolina Department of Agriculture and Consumer Services, Soil and Water Conservation Division.
 - c. The contractor shall promptly correct all work rejected by the county and/or Harnett SWCD as failing to conform to this agreement. The Contractor shall bear all costs of correcting such rejected work.

D. Special Provisions

1. The proposer must schedule any and all site visits, including those made in order to determine bid amount prior to bid submission, with Lynn Lambert, Natural Resources Director with the Harnett SWCD. She may be reached at (910)893-7584. Any unauthorized site visits may result in the rejection of the proposers bid.
2. Upon award of bid and execution of contract, Contractor shall schedule all work with Lynn Lambert.
3. The contract made pursuant to this RFP shall not be assigned to another party without the advance written consent of the County and/or Harnett SWCD.
4. No waiver, alternations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the County and/or Harnett SWCD or his or her designee.
5. Any resulting contract shall including the RFP, the proposers response, any exhibits hereto, and the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the RFP shall be deemed to exist or to bind either party hereto.
6. Contractor's Representative for Business Purposes: The name, mailing address, electronic mail address, facsimile number, and telephone number of Contractor's authorized agent with authority to bind the firm and answer official questions concerning the contractor's proposal must be clearly stated.
7. List Five References for Whom You Are Providing Services. Prospective Contractor must supply at least five (5) references from government agencies and/or private firms for which it has done similar or related work during the past three years.

Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Telephone Number: _____

Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Telephone Number: _____

Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Telephone Number: _____

Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Telephone Number: _____

Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Telephone Number: _____

E. Scope of Work

Work will consist of the removal of stream debris, including beaver dams, which impede stream flow or navigation as determined by the Project Inspector. Only trees and debris that has entered the stream as a result of Hurricane Florence shall be removed. No Tree Stumps should be removed from the stream bank and no sediment should be removed from the stream. Loose stream debris should only be placed on existing spoil piles on the adjacent stream bank and should be placed so debris will not reenter the stream or cause any additional erosion problems. Any actions outside of these instructions will require additional permits and are not allowed. Any contractor not following these instructions will be terminated immediately.

Method

A floating barge or boat with mechanical winch equipment capable of removing trees up to 45 inches in diameter as well as chainsaws are mandatory for reaches of this project. Care should be taken to avoid damaging standing trees or existing vegetation. US Army Corps of Engineers or American Fisheries Society guidelines for woody debris removal should be followed. A contract will not be awarded to any contractor not having the above mentioned equipment. Please attach your equipment list to your bid. Any contractor dropping trees under the water and leaving will be terminated immediately.

Delivery of Inspection Services

1. Service will be performed in the locations as described in "Property Description" Section
2. Contractor is to coordinate scheduled visits with Harnett SWCD staff. Contractor shall contact Lynn Lambert, (910)893-7584.
3. No work is to be performed without prior knowledge of Harnett SWCD staff.

Permits and Licensing

All services are to be performed according to all Federal, State, County, and City regulations and any changes thereto for the duration of the contract.

Management Agent/Employees

1. The vendor shall appoint a main point of contact or agent, who will routinely review operations and consult with the County on current and future services.
2. The vendor's agent shall be thoroughly familiar with all aspects of the contract and shall have full authority on the vendor's behalf in any and all matters pertaining to the contract.
3. The vendor and their employees and/or agents shall park motor vehicles only in a place designated and/or approved by the District's Natural Resource Director, Lynn Lambert.
4. The vendor shall schedule any and all site visits ahead of time with Lynn Lambert.

Property Description:

Information regarding location and stretches of streams and drainage systems that will require stream debris removal:

Lower Little River

Distance (Miles)	From	To
2.75	Cape Fear River	Hwy 217
3.55	Hwy 217	Hwy 401
3.74	Hwy 401	Wire Rd
4.75	Wire Rd	Elliott Bridge Rd
4.02	Elliott Bridge Rd	County Line/ McCormick Rd
18.81		

Anderson Creek

Distance (Miles)	From	To
1.25	Lower Little River	Wire Rd
3.42	Wire Rd	Elliott Bridge Rd
0.83	Elliott Bridge Rd	Overhills Rd
3.63	Anderson Creek	Hwy 210 (SOUTH BRANCH)
9.13		

Upper Little River

Distance (Miles)	From	To
2.39	Cape Fear River	Titan Roberts Rd
2.45	Titan Roberts Rd	Ross Rd
4.6	Ross Rd	Hwy 401
6.14	Hwy 401	Hwy 210
8.2	Hwy 210	Norrington Rd
6.23	Norrington Rd	Hwy 27
3.6	Hwy 27	McDougald Rd
3.72	McDougald Rd	Mt. Pisgah Church Rd
4.05	Mt. Pisgah Church Rd	Rosser Pittman Rd
0.6	Rosser Pittman Rd	Broadway Rd
1.43	Broadway Rd	County Line
43.41		

*See attached maps

** Although maps are provided for project extent review, proposers must schedule all site visits ahead of time with the Natural Resources Director. Site visits are recommended but not required.

Attachment A

BIDDERS CHECKLIST

The first 5 attachments listed below, provided herein, must be executed by ALL BIDDERS and submitted at due date and time. Not submitting these attachments at the time of due date and time may deem your quote as non-responsive.

- PROPOSAL FORM (Attachment B)
- STATEMENT OF BIDDER QUALIFICATIONS (Attachment C)
- CLIENT REFERENCE (Attachment D)
- EQUIPMENT LIST (Attachment E)
- CERTIFICATE OF INSURANCE (To be included in bid proposal)
- ACKNOWLEDGEMENT OF AMENDMENTS (Attachment F)
- NONCOLLUSION AFFIDAVIT (Attachment G)
- The following forms, provided herein, to be completed by the SUCCESSFUL bidder
- E VERIFY
- MAPS WITH COORDINATES

All applicants and employees of Harnett County shall be given an equal opportunity for employment without regard to race, religion, color, creed, national origin, sex, age, or physical disability, except where specific age, sex, and physical requirements constitute bona fide occupational qualifications necessary for the proper and efficient administration of specific occupational duties and responsibilities.

Attachment B

Proposal Form

Bid Due Date/Time: Wednesday, October 21, 2020 at 2:00pm

To: Harnett County
Purchasing Department

From: _____
Vendor Name

1. Response

The undersigned hereby certifies that he/she has read the requirements and specifications for providing stream debris removal services in accordance with Harnett County’s Request for Proposal; thoroughly understands the same; and proposes to meet or exceed the specifications.

2. Exceptions

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the county’s Request for Proposal.

No Exceptions

Exceptions:

3. Bid Amount

Description	Unit	Cost(\$)
Stream Debris Removal		

Total Project Cost (\$)	
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Contractor Name: _____

Address: _____

Signature of Authorized Representative: _____

Title: _____

Phone Number: _____

Date: _____

SEAL

Attachment C
Statement of Bidder Qualifications

1. Name and Address:

2. Contact Person for this Project: _____

Phone Number: _____

Email: _____

3. NC Contractors License No. _____

4. Number of years the contractor has been engaged in the stream debris removal business under the present firm names, as indicated above: _____

5. Company Federal ID#: _____

6. Name(s) of companies that will share significant and substantive responsibilities with the contractor in performing the scope of services under the contract:

Attachment D

Client Reference

Reference #1

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #2

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #3

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Attachment E

Equipment List

In the spaces provided below, please list equipment owned by the company that may be used during the Stream Debris Removal work:

Item	Quantity	Description

Attachment F

Acknowledgement of Amendments

The following form shall be completed and included in the bid submission.

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the solicitation. Acknowledgement receipt of each amendment must be clearly established and included with the bid.

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Contractor Name: _____

Address: _____

Signature of Authorized Representative: _____

Title: _____

Phone Number: _____

Attachment G

Anti-Collusion Affidavit

STATE OF NORTH CAROLINA
COUNTY OF HARNETT

_____, being first duty sworn deposes and says that:

1. He/she is the _____ (title) of _____
(Company name);
2. He/she is fully informed, respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, County and/or Harnett SWCDs agents, representatives, employees or parties in interest, including the affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, has directly or indirectly sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Harnett County, or any persons interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement of the part of the bidder or any of its agents, representatives, County and/or Harnett SWCD's, employees, or parties, in interest, including the affiant.

_____SEAL

_____Title

Subscribed and sworn before me,

This the ___ day of _____, 20__.

Notary Public _____

County of _____, NC

My commission expires _____

Attachment H

STATE OF _____

AFFIDAVIT

COUNTY OF _____

I, _____ (the individual attesting below), being duly authorized by and on behalf of

_____ ("Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify 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 in accordance with NCGS §64-25(5).
- 2. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
- 3. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 4. Employer's subcontractors comply with E-Verify pursuant to federal law, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 20__.

Signature of Affiant

Print or Type Name: _____

(Affix Official Notarial Seal)

State of _____ County of _____

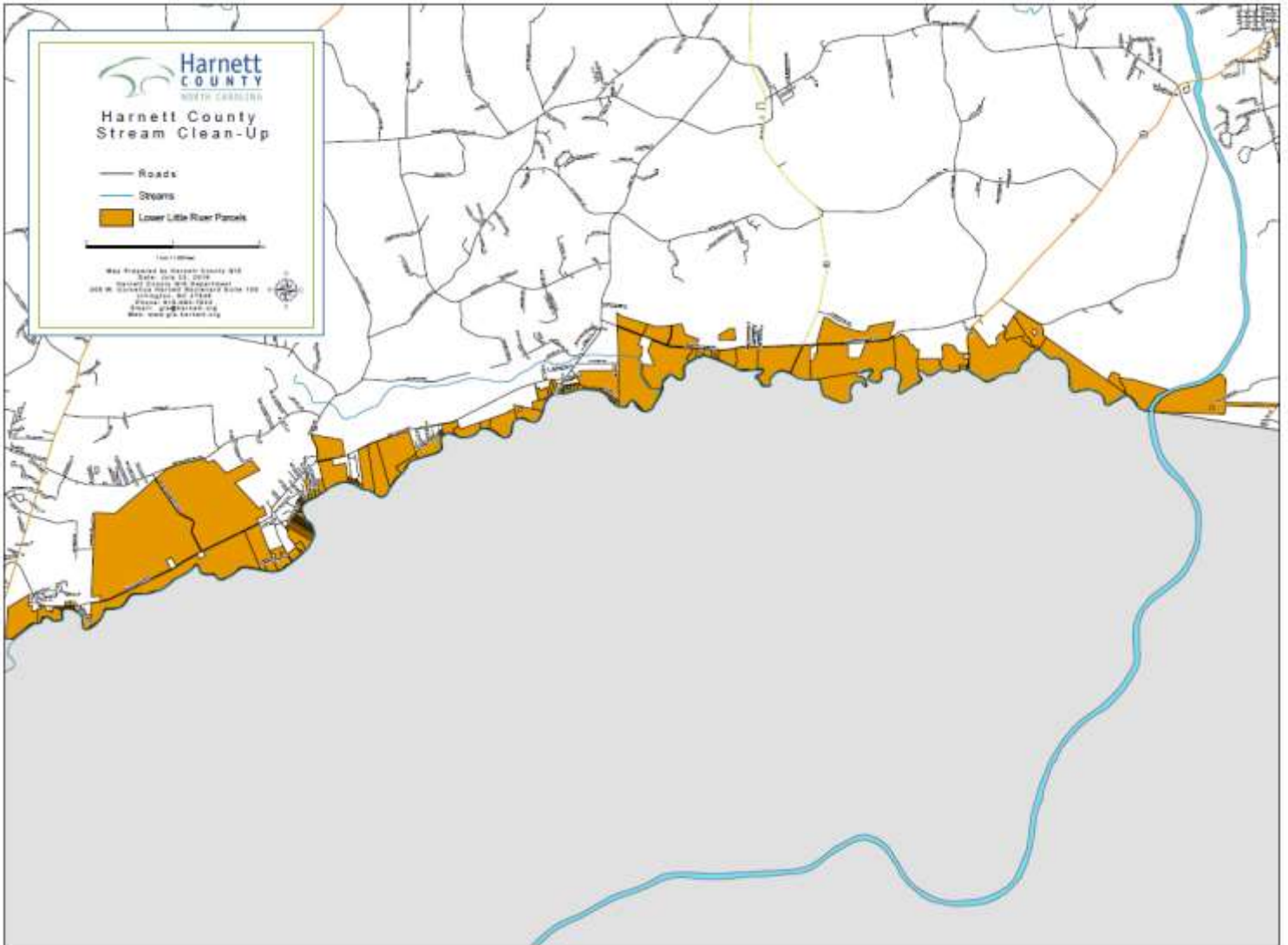
Signed and sworn to (or affirmed) before me, this the

day of _____, 20__.

My Commission Expires:

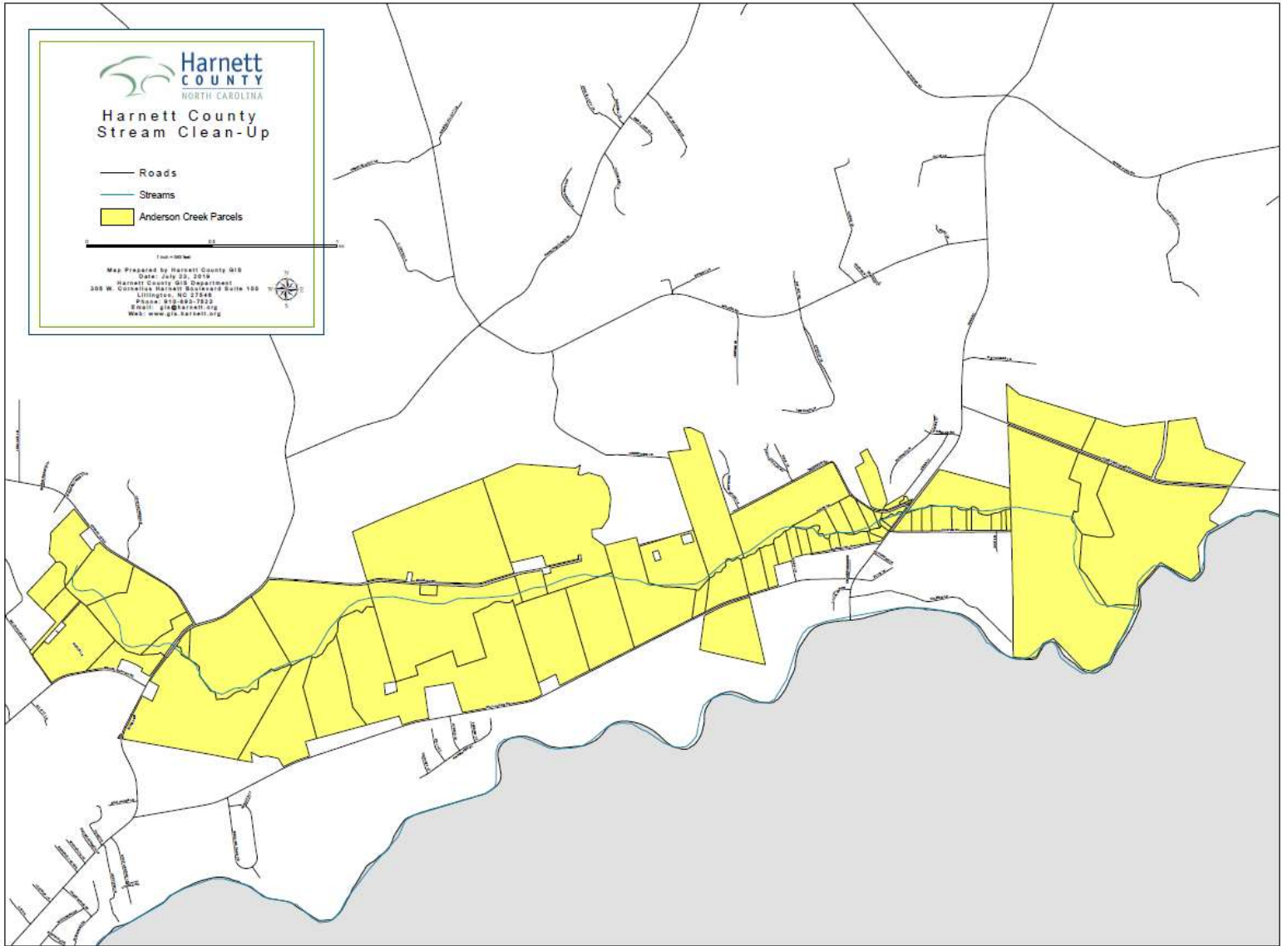
Notary Public

Lower Little River Stretch Cape Fear River to County Line/McCormick Road



Anderson Creek Stretch

From Lower Little River to Highway 210 (South Branch)



Upper Little River Stretch From Cape Fear River to the Lee County Line

