

**Pender County North Carolina
Request for Proposals (RFP) # 221025-235
Stream Clearing & Snagging Services
October 25, 2022**



Proposal Timeline:

Date Issued: Tuesday, October 25, 2022

Deadline for Submittal of Questions: Friday, November 4, 2022 @ 5:00pm

Response to Questions: Tuesday, November 8, 2022

Deadline for Submittal of Proposals: Tuesday, November 15, 2022 @ 4:00pm

Sole Point of Contact for Communications Regarding this RFP:

Daniel Adams – Hazard Mitigation Coordinator

Phone: 910-259-0231 | Fax: 910-259-1295 | Email: dadams@pendercountync.gov

TABLE OF CONTENTS

| | |
|--|----|
| SECTION 1: INTRODUCTION | 3 |
| SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION..... | 4 |
| SECTION 3: SCOPE OF WORK | 11 |
| SECTION 4: GENERAL TERMS AND CONDITIONS | 20 |
| SECTION 5: SPECIFIC TERMS AND CONDITIONS | 23 |
| ATTACHMENT A: PROPOSAL FORM | 30 |
| ATTACHMENT B: REFERENCES..... | 34 |
| ATTACHMENT C: BID SCHEDULE..... | 36 |
| ATTACHMENT D: OFFEROR’S CERTIFICATION FORM..... | 39 |
| ATTACHMENT E: CERTIFICATION REGARDING LOBBYING | 40 |
| ATTACHMENT F: SITE LOCATIONS..... | 41 |

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

SECTION 1: INTRODUCTION

A. PURPOSE

The Pender County Planning & Community Development Department (Pender County) seeks to establish a contract with an experienced contractor to provide Clearing & Snagging services in designated creeks throughout the County. The primary responsibility of the Contractor will be to perform stream clearing, snagging, woody debris removal, and disposal in identified locations of drainage channels. The proposed work will be conducted in specified segments under the supervision of the Pender County Planning & Community Development Department and their designated Construction Field Representatives (CFRs). The purpose of the proposed work is to improve drainage resulting from woody debris deposition. The contractor will be tasked with implementing the proposed work scope and meeting the requirements developed under the Streamflow Rehabilitation and Assistance Program (StRAP). The services described in this Request for Proposal (RFP) may be expanded, modified, or altered by the County in order to accomplish the StRAP or floodplain management goals. Any contract issued by the County as a result of this RFP will be a contract of convenience administered for the sole benefit of Pender County.

There are 3 sites slated for this RFP with locations and scope shown in Attachment C: Bid Schedule and Attachment F: Site Locations.

GENERAL INFORMATION

This RFP has been advertised via one or more public procurement outlets including the Pender County Website. This procurement is open and competitive for public bidding by all interested qualified firms. The details of the RFP are advertised and available for viewing on the Pender County Government website at (www.pendercountync.gov). To find this, select *View all open RFPs and Bids* from the ribbon on the top of the webpage and navigate to the appropriate RFP.

When responding to this RFP, please follow all instructions carefully and exactly as directed. Bidders are advised not to modify or deviate the format, quantity, or content of the Bid Schedule in any way. Any modification including notations, deletions or additions to the Bid Schedule may result in rejection of the contractor's bid. Please submit bids according to the outline specified in Section 2.C Proposal Format Requirements. Also, interested bidders should submit documents according to the instructions contained in Section 2.B, Proposal Submission Requirements, and elsewhere in this RFP. Failure to follow these instructions specifically as instructed may result in the contractor's bid being considered as non-responsive and may be eliminated from consideration.

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

Negligence or error on the part of any offeror in preparing its proposal confers no right of withdrawal or modification of their bid after the designated submittal deadline.

Failure to return all required documents and information specified in this RFP may result in a determination that the proposal is non-responsive. No costs associated with preparing a proposal, including any mailing costs, publishing cost, etc. will be reimbursed by the County.

Site locations are listed in Attachment C: Bid Schedule and also in Attachment F: Site Locations. Contractors are reminded that this RFP does not give authority to access or traverse private property for the purpose of viewing any sites. Contractors may use public rights-of-way or public boat ramps to access the sites if desired.

All questions pertaining to this RFP must be submitted in writing no later than Friday, November 4, 2022, at 5:00 PM. Only written questions will be considered as formal. Any questions the County determines are pertinent to all bidders will be published in a public forum as part of the RFP. Emailed questions will be treated as written questions. All questions or inquiries should be directed to:

Daniel Adams – Hazard Mitigation Coordinator
Pender County Planning and Community Development Department
PO Box 1519 (Mailing)
805 S. Walker Street (Physical)
Burgaw, NC 28425
Phone: 910-259-0231
Email: dadams@pendercountync.gov

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

A. GENERAL REQUIREMENTS

- Contractors shall not make direct contact with any County employee or member of the Selection Committee, or any person that may be involved with review, evaluation, or award of a contract resulting from this RFP. Only contact with the designated individual listed in this RFP is permissible.
- All bids/proposals must be signed by an officer or employee of the contractor having the authority to sign on behalf of the company. Bid bonds shall accompany all RFP responses using the appropriate forms and is discussed in more detail below.
- Any interlineations, alterations, or erasures must be initialed by the signer of the proposal.
- Submission of a bid by the contractor is not to be construed as an award or issuance of a purchase order.

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

- The contractor must show evidence that it is in good standing with any North Carolina Board for Licensing or agency that governs the advertised services requested in this RFP.
- For any portion of work scope proposed by the successful bidder to be completed by a sub-contractor, the County reserves the right to approve any such vendor or subcontractor prior to the prime contractor proceeding with work. The County may reject the prime contractors use of any subcontractor.
- The contractor must show capability and experience performing clearing & snagging, debris removal, and drainage improvement services. Examples of at least 3 relevant projects and references within the last 5 years should be submitted with the contractor's bid by the bid opening deadline.
- Selection of the contractor will be based foremost on costs (lowest responsible responsive bid) and secondly by the low bidder demonstrating they possess all the required experience and qualifications necessary to perform the advertised work. It will be at Pender County's discretion to determine the contractor who has offered both the lowest responsible responsive bid and the most relevant qualifications and experience to perform the work advertised. **A proposed timeline and forecasted completed date for completing the proposed work scope should be included and submitted by each bidder responding to this RFP.** The timeline shall indicate the number of days/months projected to perform all work scope requested and the completion date. The proposed timeline submitted by bidder's for completing the work requested will be considered by the County in the evaluation of the bids received for this RFP.
- **INSURANCE:** The Contractor shall not commence work until they have obtained all insurance required, and such insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work until such similar insurance required of the subcontractor has been obtained. The contractor shall provide and maintain during the life of this contract Workman's Compensation Insurance for all employees employed at the site of the projects under their contract in compliance with North Carolina requirements. Minimum insurance requirement limits for this contract are as follows:
 - Public Liability Insurance-not less than \$1,000,000 for injuries and accidental death; \$500,000 subject to same limit for each person
 - Property Damage-not less than \$500,000
 - Motor vehicle insurance-not less than State statutory limits
- **BID BOND:** For any proposal to be considered or accepted by the County, the proposal must include at the time of filing, a bid bond in the amount of five percent (5%) of the total bid price. The bid bond must be executed by a corporate surety licensed under the laws of North Carolina to execute such bonds,

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

conditioned that the surety will upon demand forthwith make payment to the obligee upon said bond if bidder fails to execute the contract in accordance with the bid bond. This deposit shall be retained if the successful bidder fails to execute the contract within ten (10) days after award or fails to give satisfactory surety as required herein. Bid, performance, and Payment bonds shall be submitted on the County using Standard Form 25; OMB Control Number: 9000-0045; Expiration Date: 8/31/2025.

- **PERFORMANCE and PAYMENT BOND:** Selected Contractor(s) will be required to post a Performance and Payment Bond in the amount of 100% of an event's estimated contract cost. The County reserves the right to establish the amount of Performance and Payment Bond based on the estimated contract price, in the Bid Schedule, at the time of the event. The estimated cost to complete the project will be based on the size, severity and type of debris generating event. The bond shall continue throughout the contract execution period, from when the County issues a Notice to Proceed and Task Order, until such time as the scope of work contained in the contract is completed as determined by the County.

Bonds shall remain in effect at least one (1) year after the date when final payment becomes due for a County Task Order initiated project or until the County determines the bond may be reduced or is no longer required. The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon the execution of the Task Order. The surety bonds must be in the form as provided by Surety Association of America, the American Institute of Architects (AIA) (A311), Associated General Contractors of America, Engineers Joint Contract Documents Committee, American Consulting Engineers Council, American Society of Civil Engineers, and the Construction Specification Institute without any variations in the standard forms, or in any other forms authorized by North Carolina General Statute.

B. PROPOSAL SUBMISSION REQUIREMENTS

The County will receive bids until **Tuesday, November 15, 2022, at 4:00 PM**, at the address shown below. At that time, the County will close the receipt of bids and begin the evaluation and bid tabulation process. Bids received after the submittal deadline **will not be accepted or considered**. Packages **MUST** be sent in using one of the following delivery methods: (1) FedEx; (2) UPS; or (3) hand delivered. Note that United States Postal Service (USPS) does not deliver to the Administrative Building. The time of receipt shall be determined by the time clock in the Pender County Planning Department's office and the County's designated recipient who will be accepting the bids. The County will not be responsible for the failure of any mail system or delivery service to deliver a proposal

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

package by the stated submittal deadline. Late submittals of RFPs will not be considered for any reason whatsoever.

Interested contractors may submit one hard copy package containing **not more than 45 pages** as follows: (3) original hardcopies of the complete bid package. All bid packages must be submitted in a sealed package and clearly identified with the following: proposal/project name, RFP number; offerors name and address, and the date and time of the submittal deadline clearly marked on the outside of the package. Proposal packages shall be delivered to:

Pender County Administration Building
Attn: Mr. Daniel Adams
Pender County Planning & Community Development Department
805 South Walker Street
Burgaw, NC 28425

It is solely the offeror's responsibility to ascertain that they have received all required and necessary information, amendments, documents, and addenda prior to submitting a response and to ensure that the response is received at the correct location on time.

C. PROPOSAL FORMAT REQUIREMENTS

To enable equitable analysis of bids, offerors should prepare the Bid Schedule and other required documents according to the instructions outlined in this RFP. Bids should be prepared as simply as possible with straightforward, concise pricing to demonstrate an understanding of the project and services requested by the County. **Bids that deviate from the content requested in the RFP, Bid Schedule, or modifications to the Bid Schedule form in any way, may not be considered by the County. Only the quantities of work and materials requested in the Bid Schedule will be considered during RFP evaluation.**

Bids shall include costs for the following task:

- The cost requested in the Bid Schedule for completing the scope of work for designated sites shall be provided by the contractor on a unit rate basis. The unit rate offered in the Bid Schedule shall be an "all-inclusive rate," and shall not be increased or changed for any reason other than changes requested or approved by the County. The unit rate shall include, at a minimum, the following items, but is not limited only to the following: mobilization/demobilization; labor; labor wages; taxes; federal/state withholdings; materials; equipment; specialized tools; rental equipment, general tools, or goods of any kind; vegetative waste disposal; fuel/oils; expendables; subsistence; hotels, housing, or any other lodging costs; any insurance costs or premiums; performance or bid bonds; licensing/registrations; medical services; hospitalization; emergency services;

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

environmental fees; permitting fees; inspection costs; or vehicle use or costs; boats; barges; ladders; mats and matting; erosion control devices, silt screens or curtains; or any tools associated with stream clearing or debris removal. Mobilization and de-mobilization cost will not be compensated as a direct cost and should be included in the all-inclusive unit rate prescribed by the Bid Schedule.

- Services provided in response to the requested services of this RFP shall only be paid per the unit rate costs shown in the Bid Schedule contained in Attachment C: Bid Schedule.
- The unit rates provided in Attachment C: Bid Schedule shall also be applicable to any additional work that may be requested by the County beyond the scopes which have been specified in this RFP. If the County reduces scope or removes any of the work scope items from the Scope of Work advertised for this bid, such costs will be deducted at the same unit rate described in Attachment C: Bid Schedule.
- The County does not guaranty any specific minimum or maximum quantity of work to be awarded as a result of issuance of a contract. The County may alter, add, delete, remove, or modify the Scope of Work in any manner that is determined to be in the best interest of the County. The contractor shall be authorized to perform work based on issuance of a Task Order for a specific scope of work at a specific not-to exceed cost.
- **Other Required Forms**
Submit a completed and signed copy of the following forms (provided as part of this RFP):
 - Attachment A: Proposal Form
 - Attachment B: References/Experience (Provide 3 examples)
 - Attachment C: Bid Schedule
 - Attachment D: Offeror's Certification Form (executed)
 - Attachment E: Certification Regarding Lobbying (executed)

D. SIGNATURES

An original signature by an authorized officer of the contractor is required on each form submitted in the required original version of the bid submittal package. Please include evidence of the signatory's authority to bind the contractor in the proposal.

E. ADDENDA

Changes or supplemental instructions to this RFP will be issued in the form of written addendum. All addenda will be posted online along with this RFP. It is the contractor's

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

responsibility to check for addenda prior to the proposal submittal deadline to ensure that all addenda are received. The County posts all solicitations and related addenda on the Pender County website (www.pendercountync.gov).

All addenda issued in conjunction with this RFP must be acknowledged on Attachment A: Proposal Form.

F. EVALUATION OF PROPOSALS

Proposals will be evaluated by an appointed Selection Committee according to the evaluation criteria described in this section. Only submittals that are deemed responsive to these criteria from offerors deemed responsible will be evaluated and eligible for award.

The information provided in each proposal will be evaluated according to the following criteria:

1. Lowest Apparent Bid (80% weight)
2. Qualifications/Experience (15% weight)
3. Additional Factors (5% weight) (see bulleted items below)

In addition, the below additional factors will also be considered during evaluation of each RFP:

- Completeness of Bid Schedule identifying the unit rates and total cost for each DSR
- Demonstrated understanding of the project scope to provide the requested services
- Completeness of the proposal including all requested information
- A timeline/schedule forecasting anticipated progress and completion of the advertised scope of work

The County may initiate discussions/interviews with any or all contractors selected from the review process. Once discussions/interviews are complete, the County may again decide whether an offeror is qualified to perform the work, and capable to perform the advertised work expeditiously, and within the specified StRAP contract performance period. The County may conduct negotiations with offerors being considered for final selection and may obtain Best and Final Offers (BFOs) prior to contract award.

G. AWARD OF CONTRACTS

The County may award a contract to one or more offerors from all proposals submitted. The County will determine the lowest responsible responsive bidder. This determination is at the sole discretion of the County, taking into consideration price and the evaluation

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

factors set forth in Section 2.G, Evaluation of Proposals. No other factors or criteria shall be used in the evaluation of bids during selection.

At the County's discretion, it reserves the right to take the following actions in connection with this RFP:

- To request additional information from any or all offerors
- To use judgment in selecting the successful bidder that the County determines to provide the greatest benefit to the County
- To disregard minor omissions, errors, or imperfections in the submittals or the RFP if they are determined to have no material adverse impact on the overall selection, budget, or project schedule
- To reject any or all proposals if it determines that bids are not responsive to the RFP
- To reject any or all bids if it determines doing so to be in the best interest of the County
- To reconsider any bid submitted at any phase of the procurement
- To meet with select offerors at any time to gather additional information
- To have discussions with those offerors that it deems to fall within a competitive range
- To enter into negotiations separately with offerors
- To consider the proposed timeline/schedule for completing all work requested
- To award a contract, based on initial bids received, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a bid by the County shall be deemed to be acceptance of an offer and such acceptance will be binding upon both parties.

The County does not guaranty any specific minimum or maximum quantity of work to be awarded to any contractor as a result of issuance of a contract. The County may alter, add, delete, remove, or modify the Scope of Work in any manner that is determined to be in the best interest of the County. The contractor shall be authorized to perform work based on issuance of a Task Order for a specific scope of work at a specific not-to exceed cost.

The County shall not be deemed to have made final selection of an offeror or bid, until a contract has been successfully negotiated and executed by both parties.

SECTION 3: SCOPE OF WORK

SECTION 3: SCOPE OF WORK

A. GENERAL REQUIREMENTS

1. SCOPE OF WORK

The general scope of work shall consist of clearing, snagging, and removal of wood and/or woody debris from designated creeks and channels throughout Pender County and disposal of said debris. The purpose of the clearing and snagging work is to improve overall drainage by removal of block points created by fallen woody debris. The debris clearing and removal will allow creeks to flow more freely without such obstructions, both above and below water level, resulting in improved drainage. The scope of work will include snagging, clearing of fallen trees, logs, stumps, limbs, brush, tops, rubbish, and any other woody debris deposited in and adjacent to the specified channels. The debris will then need to be disposed of in one of three methods outlined below. The specified sites that will be restored under this work scope are identified by location and work length in this document. The requested work scope shall be performed in accordance with the specifications outlined in the following documents:

- (1) Natural Resources Conservation Service, Conservation Practice Standard, "Clearing and Snagging", Code 326, May 2016
- (2) Natural Resources Conservation Service, Conservation Practice Standard, Obstruction Removal", Code 500, July 2019
- (3) Natural Resources Conservation Service, Conservation Practice Standard, Streambank and Shoreline Protection, Code 580, January 2020
- (4) "Incremental Effects of Large Woody Debris Removal on Physical Aquatic Habitat", Technical Report EL-92-35, Smith, Roger H., US Army Corps of Engineers and USDA Agricultural Research Service
- (5) "Guidelines for Hurricane/Tornado Cleanup in Riparian Buffer," North Carolina Division of Water Resources, August 5, 2020

Note: The total estimated length of stream clearing and snagging is approximately **± 32,541 linear feet (LF)** as defined in Attachment C: Bid Schedule of this RFP. The actual footage for clearing and snagging performed under this contract may change, more or less than the estimated length stated.

2. ACCESS

Access to each site shall be performed only by the routes or access points designated by the County or the County's Field Representative (CFR) or Planning Department representative. If the Contractor identifies potential alternate routes or access points, they should notify the CFR of the proposed alternative routes for approval by the CFR in writing. Alternative routes may only be utilized when written approval from the County is granted. Use of un-approved access routes

SECTION 3: SCOPE OF WORK

by the contractor for any reason will be grounds for dismissal and termination of contract. Contractor shall not enter onto property where the landowner has not given written consent to Pender County.

3. LIMITS OF WORK

The limits of the clearing and snagging work for each site are shown in Attachment F: Site Locations and **shall not** exceed the lengths and geographic points shown in the drawings/maps. Beginning and ending points are tabulated in Section C: Bid Schedule and must be adhered to at all times. The limits of the designated stream debris removal areas are referenced in Section 3, Item 4 of this specification and on the attached maps.

4. CLEARING, SNAGGING, AND DEBRIS REMOVAL

Fallen trees, leaning trees, limbs, dislodged stumps, dislodged brush, rubbish, and any foreign debris within or across the cross section of the channel and designated adjacent areas shall be removed and disposed of accordingly. Trees severely undercut by stream bank erosion and hazardous severely leaning trees (greater than 30 degrees) must be removed. Also, trees within a 30 foot corridor adjacent to either side of the channel that appear imminent to fall, and any other trees, woody debris, or stumps marked by the CFR, shall also be removed. The County or CFR, at its discretion, can advise the Contractor of hazardous trees or downed debris to be removed that is located within a 30' corridor on either side of the creek bank. Excavation of soil or removal of sediment deposits shall not be performed under this work scope.

Unless otherwise approved by the CFR, trees designated for removal shall be cut off as near to the ground surface as conventional tools or field conditions will permit. For leaning trees where the root system of the tree is not exposed, the trunk of the tree shall be cutoff as described above and the stump shall be left in place. For hazardous trees that are leaning or those already down with partially exposed root systems (i.e. hinged on one side), the trunk shall be cutoff as described above and the stump shall be set upright and left in place. Where the stump is completely dislodged, it shall be removed. Any stump or root mass located on the channel bank or bottom that has become unstable or that obstructs flow in the channel shall be removed.

Removal of standing trees outside of the designated debris removal area is limited to the cutting of severely damaged trees or hazardous trees leaning across the channel and other trees as needed to gain access for equipment to points of channel blockage. Approval by the CFR shall be obtained prior to cutting any "healthy" tree for equipment access purposes. Unless otherwise marked, access for mechanized equipment shall be limited to one side of the channel. Access to the channel shall generally be perpendicular to the channel with precautions taken to protect mast producing and stream canopy trees. Heavy equipment working on wet soil must operate from mats or use other measures as approved by the CFR to minimize rutting or soil disturbance.

SECTION 3: SCOPE OF WORK

Disturbance of the channel bottom and banks, and equipment access areas shall be held to the minimum necessary to allow the construction equipment to remove the debris. Trees shall be felled in such a manner as to avoid damage to trees left standing or existing structures and with due regard for the safety of persons and property.

The contractor should describe the method/equipment they plan to use to accomplish the scope of work in Section C: Bid Schedule under the “Narrative, Explanation or Details” section.

5. DISPOSAL

Once debris is removed from the creek or adjacent corridor, there are three methods for processing. Attachment C: Bid Schedule asks for a unit rate cost for each disposal method. There will also be space to provide an explanation about how the Contractor plans to execute the disposal work. Based on the offeror’s prices and compliance with StRAP program requirements, the County will select the disposal method that it deems most effective in accomplishing the goals of the project. The disposal methods are as follows:

- **Method 1 is offsite disposal.** This method involves hauling the debris to a permitted/licensed landfill for final disposal OR to a location that is outside the 100-year flood zone as designated on Pender County’s Flood Insurance Rate Maps (FIRMs) and burning/chipping it offsite. If taken to a landfill, the landfill must have all applicable local, state and/or federal permits to operate and receive vegetative debris. Contractor must have written permission from landowner and written permission from the County before burning/chipping any debris on private property. This shall include the landowner’s name and contact information. Contractor must also have in their possession any and all required permits to conduct burning operations, including County permit issued by the Fire Marshal. Offsite disposal method and location shall be identified in the proposal in Attachment C: Bid Schedule in the “Narrative, Explanation or Details” section.
- **Method 2 is chipping/shredding vegetative debris onsite:** This method involves chipping/shredding the debris into small pieces such that it cannot act as an obstruction in the future and disposing of it onsite. The debris that is chipped cannot be placed in any wetlands or environmentally sensitive areas as defined by the CFR, the US Army Corps of Engineers, or NC Department of Environmental Quality. The chipped debris must be placed at least 30 feet off the top of the bank as long as it is not in wetlands. Offeror can provide more information in Attachment C: Bid Schedule in the “Narrative, Explanation or Details” section.
- **Method 3 is cabling/strapping the vegetative debris at least 30 feet from the top of the creek bank as delineated by the CFR:** This method involves placing the debris at least 30 feet from the top of the creek bank and cabling or strapping it so that it is anchored and immobilized. The debris shall be cabled/strapped and anchored in such a way that it does not affect the flow capacity of the floodplain. No debris piles shall exceed 6 feet in height and every effort shall be made to place the debris parallel to the flow of the creek. Debris

SECTION 3: SCOPE OF WORK

can be anchored individually or in groups. If multiple limbs, logs, etc. are anchored in a group, the cable/strap must be wrapped around all pieces such that no individual pieces will become easily dislodged. Anchors can be live trees or soil anchors. Fatal damage to live trees used as anchors should be avoided. The cable/strap must be at least 1/8-inch diameter steel cable or other material with a breaking strength equivalent to 1/8-inch diameter steel cable. Offeror can provide more information in Attachment C: Bid Schedule in the "Narrative, Explanation or Details" section.

Contractors will be asked to provide a price and detailed explanation for each disposal method in Attachment C: Bid Schedule. The County will select the disposal method that it deems most effective in accomplishing the goals of the project and ensures compliance with the StRAP program.

6. ENVIRONMENTAL REQUIREMENTS

Where the use of heavy equipment is allowed, equipment shall operate adjacent to the stream and not within the stream unless prior approval is granted by the CFR. Crossing a stream to gain access to the opposite bank is permissible, so long as no fill material is placed in the stream to do so. The CFR shall select crossing sites to minimize damage to the streambank and aquatic habitat.

Should an area of the channel be encountered which is affected by beavers, the CFR should be notified of the finding and the exact location for further guidance.

Equipment shall be checked daily and maintained routinely as described by the manufacturer to prevent fuel, oil, and other types of lubricant spills. Refueling, repairs, and lubrication shall be performed at safe distances in upland areas at least 50 ft. away from the stream. Refueling stations should be positioned in such a manner topographically that in the event of a spill, petroleum will not flow down gradient and into the nearby watercourse. Temporary containment shall be implemented by the contractor to contain any fuel or petroleum release. Should fuel leaks, oil leaks or hydraulic pipe rupture occur during debris removal operations, the Contractor shall immediately remove the equipment to a safe area (greater than 50 ft. away from stream) and take prompt action to minimize damage and safeguard the site. The contractor shall immediately report the discharge to the CFR shall comply with all provisions and requirements of the North Carolina Oil Pollution and Hazardous Substances Control Act. The NC Department of Environmental Quality (DEQ) shall be notified immediately of all reportable spills in public trust waters regulated by State and Federal agencies.

The Contractor shall perform all heavy equipment maintenance and repairs offsite of the DSR project sites. No site shall be used for storage and/or disposal of deleterious substances or chemical pollutants such as hydraulic oils, drained lubricants, transmission oils, greases, gasoline or other petroleum fuels, solvents, cleaning agents, surfactants, acids, etc. or products produced from a by-product of performing this work. Washing, fueling, or servicing of equipment shall be avoided to prevent spillage or wash water from entering any nearby watercourse.

SECTION 3: SCOPE OF WORK

The contractor shall also comply with the Clean Water Act (amended in 1972) and US Army Corps of Engineers policies, laws, regulations, and requirements governing destruction or adverse impact to jurisdictional wetlands or Federal waters. These waters include but are not limited to waters defined under Section 404, 401 and Section 10 of the Clean Wat Act. Any activity performed by the contractor during the implementation of this work scope that constitutes “dredging and/or filling” shall be prohibited during work performed under this RFP.

7. SPECIAL REQUIREMENTS

The Contractor shall exercise extreme care while working in the areas of existing lawns, driveways, roads, structures, utilities, railroads, drainage ditches, any other improvements, and cropland. The Contractor shall be responsible for the prompt repair or replacement of any such improvements damaged by their operations or any activity performed to complete this work scope.

In the event that fences on private or public property must be temporarily removed for access, the contractor shall first consult with the CFR for approval. If approval is granted by the CFR, the contractor shall remove the fence with care and no damage to the fence. The fence shall be reinstalled back to the original condition and location immediately after construction access is no longer needed from this access point of the site.

The Contractor shall be responsible for complying with all applicable requirements of the North Carolina Department of Transportation's (NCDOT) Manual on Uniform Traffic Control Devices (M.U.T.C.D.) when work is performed on public right of ways. The Contractor shall contact the Division I Engineer (Jeff Garrett) in Burgaw, NC to gain approval before operating and/or performing work on any NCDOT highway or property. When equipment or personnel are operating on public right-of-way, flag men shall be stationed to warn oncoming traffic of imminent road hazard or congestion. Proper use and construction of waning and road signs shall be in place at all times during debris removal operations on or adjacent to NCDOT roadways. Residue deposited on roadways may be removed by mechanical sweeping machines, air blowers, or by manual sweeping methods. The Contractor shall be responsible for implementation of all measures required in this section and any other requirement by NCDOT.

8. REVEGETATION

For areas where groundcover surfaces are denuded due to debris removal operations or equipment access into work sites, revegetation shall be performed. Prior to revegetating, any ruts or other surface irregularities resulting from this operation shall be smoothed and the ground surface shall be returned to its original elevation and degree of uniformity as directed by the CFR. Addition of soil fill volume may be required where the existing surface has been compacted to restore ground surface to its original condition. Seeding and mulching shall be performed on a daily basis as the stream restoration and debris removal work is completed. If

SECTION 3: SCOPE OF WORK

any work area is re-disturbed by the Contractor after it has been previously seeded and mulched, the contractor shall be responsible for reseeding and remulching the disturbed areas. Seed, fertilizer, and mulch shall be uniformly applied at the following rates per 1,000 square feet. The below seeding schedule shall be used on all disturbed or denuded areas. However, this specification is subject to change based on recommendations from the local USDA/NRCS Field Representatives prior to the time of project commencement:

Specifications for all areas EXCEPT residential lawns/yards, parks, or improved areas:

Seeding date: September 1 - March 31

- 1.7 lbs. Kentucky 31 Tall Fescue
- 1.1 lbs. Pensacola Bahia Grass
- 12 lbs. 10-20-20 Fertilizer
- 70 lbs. Hay or Small Grain Straw Mulch

Seeding date: April 1- August 31

- 1.1 lbs. Kentucky 31 Tall Fescue
- 1.7 lbs. Pensacola Bahia Grass
- 12.0 lbs. 10-20-20 Fertilizer
- 70.0 lbs. Hay or Small Grain Straw Mulch

Specifications for residential lawns/yards, parks, or improved areas:

Seeding date: January 1 - December 31

- 1.1 lbs. Kentucky 31 Tall Fescue
- 2.0 ounces Centipede
- 12.0 lbs. 10-20-20 Fertilizer
- 70 lbs. Hay or Small Grain Straw Mulch

Should locality, climate and/or ground conditions warrant, the CFR may alter the planting dates to an earlier or later period, seed mix and quantity, or mulch requirements from those shown above. Any change to the seeding-mulching specifications is subject to the approval of the County or the CFR.

9. EQUIPMENT REQUIREMENTS

For work in locations that requires heavy equipment, hydraulic excavators shall be low ground pressure (LGP) machines and equipped with a stationary or mechanical thumb attachment or grapple attachment. Rubber tire skidders shall be equipped with low ground pressure, high floatation tires.

All equipment used by the contractor should be inspected daily to determine if maintenance is needed and whether there are any leaks of petroleum or deleterious substances. An equipment

SECTION 3: SCOPE OF WORK

log should be maintained by the contractor and daily entries of equipment condition or repairs should be noted. The CFR may require periodic field review of the equipment maintenance log. Equipment must be in good working condition upon arrival to commence work and prior to mobilization to any project site

For each work day two-way communication capabilities shall be maintained at all times. This requirement may be met with cellular phones or two-way battery operated radios. Radios shall have a broadcast capability of a minimum of 5 watts and shall operate on a frequency of 151.625 MHz on the FM band. Alternate frequencies may be used subject to the approval of the CFR.

10. MEASUREMENT AND PAYMENT

Payment for completed work shall be made by the following method:

Method 1

Measurement for stream clearing, snagging and debris removal will begin at the designated coordinate point identified by the County in this RFP and end at the designated coordinate point identified by the County in this RFP. Distances shown on the drawings are estimates only and will not be solely used for the purpose of determining payment. Distances shall be continuous from each beginning point to each end point. Measurement and payment are made to the nearest linear foot for each segment of stream debris removal and per the unit rate indicated in the executed contract with Pender County. Payment shall be considered as “all inclusive” and full compensation for: all labor, equipment, tools, materials, supplies, seeding, mulching, mobilization, demobilization lodging, subsistence, subcontracted services, subcontracted equipment, subcontracted labor, insurance bonds, or any other costs or expenses necessary and/or incidental for the contractor to complete the work as described in this RFP.

11. HEALTH & SAFETY/OSHA

Prior to commencing work, the contractor shall prepare a Health & Safety Plan (HASP) describing all measures that will be implemented on this project to ensure worker health and safety. The HASP shall describe the minimum needed protective clothing, gear, and wares (i.e. hand protection, hearing protection, head protection, clothing, eye protection, foot protection, etc.) and other protective outfitting needed by workers while undertaking specific tasks onsite. The HASP shall identify each critical work task that is anticipated by the contractor to be conducted on each work site, the equipment to be used, and the safety/risk management measures that will be implemented by the contractor to prevent accident or injury to workers. Since the proposed work is anticipated to be performed in or adjacent to State or Federal waters, safeguards shall be identified in the HASP to ensure worker safety in or around open waters.

The HASP shall be reviewed and acknowledged by signature of each site employee of the contractor, subcontractors, vendors, and any other entity or person that will work or enter unto the proposed work sites to show all are informed of HASP provisions and requirements. Any

SECTION 3: SCOPE OF WORK

person entering upon the work site **must** review the HASP and sign off with their acknowledgement and understanding of its content. The proposed HASP must be submitted to the Sponsor for review and approval prior to mobilization or commencement of work on any site. The contractor shall include provisions in the HASP for conducting mandatory daily tailgate safety meetings prior to beginning work each day. The safety meetings shall be conducted by a qualified contractor designated Health & Safety Officer (HSO). The contractor shall identify their designated HSO who will be onsite and in responsible-charge of Health & Safety each day of work. All employees, subcontractors, vendors, or any other party present onsite on behalf of the contractor shall attend the H&S safety meeting each day or receive a safety briefing before entering the site. The daily safety meetings shall be documented by written record with a signature by every person attending including meeting start and stop time, and topic/points discussed. A copy of the meeting attendees list shall be provided to the County weekly. The contractor shall keep a copy of the HASP onsite for review for the duration of each project. The contractor shall make the plan available for review (and written acknowledgment) for anyone entering the site.

OSHA Compliance

The contractor is required to perform all work activities in compliance with all OSHA standards and provisions in order to provide and maintain safe working conditions for all workers at all times on each site. Contractors shall perform their work in accordance with OSHA regulations, and the Contract Work Hours and Safety Standards Act (40USC 327-330) as supplemented by Department of Labor Regulations cited in Title 29 CFR Part 5. Any work to be conducted on any site that is governed under Title 29 CFR 1926, Subpart P, Appendix A pertaining to Selection of Protective Systems; Sloping; Shoring; and Benching rules and regulations including OSHA 1926.652, Subpart P, Excavations (a) through 1926.652(g) shall be identified in writing to the County prior to commencement. The proposed measures to comply with these requirements shall be included in the notice to the County for review. Notice to the County shall include a description of the anticipated tasks to be undertaken to comply with these OSHA requirements, the measures, timeframe, and duration that the tasks taken to comply will be ongoing during the project.

12. OTHER PLANS AND SUBMITTALS

The contractor will be required to keep daily work logs that include the following information at a minimum: date, location worked, names of workers on the crew, type of work completed, and creek name.

The County may require the contractor to submit other plans, submittals, daily reports, logs, or documentation that is deemed necessary for complying with all StRAP contract terms and conditions for payment or program adherence. The contractor agrees to provide the County with any submittals required by StRAP requirements that may not be identified in this RFP.

SECTION 3: SCOPE OF WORK

B. SPECIFIC REQUIREMENTS

- During execution of work under an emergency event, personnel provided by the Contractor must come prepared to work in adverse conditions and may be required to temporarily lodge locally, until all projects are completed and the affected creeks and channels are restored to functional order. Pender County will not provide temporary or permanent lodging, food, or any form of subsistence to any contractor, his employees, or his subcontractor's during completion of work performed under this contract with the County. The direct cost for travel to and from the work sites will not be reimbursed and shall be included in the contractor's unit rate. Lodging and subsistence shall also not be reimbursed as a direct cost and must be included in the proposed unit rate.
- General liability insurance is required. A Certificate of Insurance will be required of the awarded vendor that complies with the requirements outlined in this RFP and names the County as an additional insured.

SECTION 4: GENERAL TERMS AND CONDITIONS

A. CONTRACTUAL REQUIREMENTS AND TERMS AND CONDITIONS

The following general Terms and Conditions apply to this RFP solicitation process and will be incorporated into the resulting contract. Any exceptions to the following requirements or other sections of this RFP should be addressed in the offeror's proposal.

B. ENTIRE AGREEMENT

This RFP, all attachments to this RFP, any additional or supplementary documents incorporated herein by reference, any resulting contract, and the selected offeror's submitted proposal contain all the Terms and Conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed, or amended unless in writing and signed by the parties hereto.

C. CONFLICT BETWEEN DOCUMENTS

In the event of a conflict between the contract documents, including these Terms and Conditions and the terms of a purchase order or related document issued by the Office of Purchasing, the contract documents shall control.

D. AVAILABILITY OF FUNDS

A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The County's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

E. COOPERATIVE PURCHASE

If authorized by the Contractor, the contract resulting from this RFP may be extended to other public bodies, public agencies, or institutions within the United States to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the Contractor. Pender County is not a party to such contracts and is not responsible for placement of orders, payment, or discrepancies of the participating jurisdictions. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s). Offerors who do not wish to extend the terms, conditions, and prices to other public entities shall so indicate in the proposal.

SECTION 4: GENERAL TERMS AND CONDITIONS

F. NON-DISCRIMINATION

Contractor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability, or national origin. To the extent applicable, Contractor will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state, and local laws, ordinances, rules, regulations, orders, instructions, designations, and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at County's option, in a termination or suspension of this agreement in whole or in part.

G. INDEMNIFICATION

Contractor agrees to defend, indemnify, and hold harmless the County for all loss, liability, claims, or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Contractor to indemnify Pender County to the extent permitted under North Carolina law.

H. LAWS AND REGULATIONS

The Contractor shall keep fully informed of all federal, state, and local laws, ordinances, and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, and regulations.

I. RIGHTS UNDER ANTITRUST LAWS

The offeror assigns to the County any and all rights that it may have under the antitrust laws of the United States and the State of North Carolina in any way arising from or pertaining to this proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the County.

J. IMMIGRATION REFORM AND CONTROL ACT OF 1986

The offeror certifies that he/she does not and shall not during the performance of the contract for goods and services in the State of North Carolina, knowingly employ unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.

K. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.

SECTION 4: GENERAL TERMS AND CONDITIONS

L. DEFAULT

In event of default by the Contractor, the County reserves the right to procure the goods and/or services and/or services from other sources and hold the Contractor liable for any excess cost occasioned thereby.

M. INDEPENDENT CONTRACTOR

The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the County.

N. NON-EXCLUSIVE CONTRACT

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the selected Contractor. The contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other sources.

SECTION 5: SPECIFIC TERMS AND CONDITIONS

SECTION 5: SPECIFIC TERMS AND CONDITIONS

Below is an example of the Pender County Terms and Conditions that will be presented to the contractor(s) prior to award for executing this project. The contractor shall review and accept the Pender County Terms and Conditions subject to award:

Pender County Terms and Conditions

In entering this Contract with Pender County North Carolina (the "County"), your company (the "Vendor"), acknowledges and agrees to abide by the Terms and Conditions set forth below, which shall supersede any conflicting terms and conditions.

1. COUNTY RIGHT TO CANCEL OR RESCIND – The County reserves the right to cancel or otherwise rescind a Purchase Order based on the County's best interest.

2. PURCHASE ORDER REQUIRED – The County will not be responsible for any equipment, supplies, and/or services delivered without a Purchase Order and assumes no obligation for products or services shipped or delivered in excess of the quantity ordered. Any unauthorized products or services are subject to the County's rejection and shall be returned at the Vendor's expense.

3. VENDOR FAILURE TO DELIVER – In the event of Vendor's failure to deliver as and when specified, or to perform as and when specified, the County reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and Vendor agrees that the County may return part of any shipment so made and may charge Vendor with any loss expense sustained as a result of such failure to deliver or perform.

4. CHANGES – If Vendor refuses to accept this purchase order exactly as written, Vendor will return it at once with explanation. Any changes to this Purchase Order will be considered a 'Change Order' and requires the written acceptance of both parties to become effective. This will include product or service substitutions, cost changes, and delivery schedule changes.

5. INVOICES – Vendor will deliver invoices to the County at the address or electronically at website shown on the face of this Purchase Order. Vendor will send separate invoices for each purchase order number and invoices must be itemized in accordance with the items listed on the Purchase Order.

6. PRICE – The itemized price listed for products and services on the Vendor invoice must match that specified on the Purchase Order. No boxing, packing, cartage, or shipping charges will be allowed by the County unless specifically authorized on the face of this Purchase Order. Any cash

SECTION 5: SPECIFIC TERMS AND CONDITIONS

discount period to County will date from County's receipt of the invoice or from the date of the receipt of goods, whichever is later.

7. TAXES – Vendor shall pay all sales or use taxes that are or become due in connection with any products or services provided hereunder and shall indemnify and save harmless the County from any damages, costs, fees, expenses, or penalties on account of such taxes. Vendor is required to list all applicable taxes as separate lines on the face of the invoice.

8. DELIVERY/TITLE – Unless otherwise agreed, delivery shall be f.o.b. point of destination and title shall pass to County upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by County shall be the responsibility of Vendor.

9. RIGHT OF INSPECTION AND REJECTION – Equipment, supplies, and services supplied by Vendor shall be received subject to the County's inspection and approval either during manufacturing or delivery (with prior arrangement), or within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at Vendor's expense. No material or equipment returned to Vendor as defective shall be replaced except upon the County's formal authorization.

10. ASSIGNMENT – Neither this Purchase Order nor any interest therein nor shall any claim arising hereunder be transferred or assigned by Vendor without the prior written consent of the County. Vendor may transfer or assign the benefits of this agreement, in whole or in part, including without limitation the County's warranty, without the approval of County.

11. WARRANTY/PERFORMANCE – Vendor warrants that the products and services furnished pursuant to this Purchase Order shall: (a) comply with all federal, state and local laws applicable thereto; (b) satisfy all requirements set forth on the face of this purchase order and any applicable documentation incorporated herein; (c) meet industry standards and be suitable for the purpose intended; (d) be of merchantable quality; and (e) be free from defects in title, labor, material or fabrication.

12. INDEMNIFICATION - INFRINGEMENT – Vendor will defend, indemnify, and save the County harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this purchase order violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.

13. INDEMNIFICATION – DAMAGES – If any product provided hereunder is defective in any respect whatsoever, Vendor will defend, indemnify, and save County harmless from all loss, damages, costs, fees, and expenses incurred by reason of such defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.

SECTION 5: SPECIFIC TERMS AND CONDITIONS

14. INDEMNIFICATION – CONSEQUENCES OF ACTIONS - If Vendor performs services or constructs, erects, inspects, or delivers hereunder, Vendor will indemnify and save harmless the County from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that may result in whole or in part from the performance thereof.

15. USE OF COUNTY NAME OR LOGO – Vendor agrees not to release any advertising or other materials using the County’s trademark, quoting the opinion of any County employee, or implying in any way that the County indorses Vendor or its products or services.

16. FEDERAL OR STATE STATUTE – Vendor represents and warrants that no federal or state statute or regulation or municipal ordinance has been or will be violated in the manufacture, sale, or delivery of any product or service sold and delivered hereunder and if such violation has or does occur, Vendor will indemnify and save the County harmless from all loss, penalties, fees, costs, and expenses resulting in whole or in part from such violation.

17. E-VERIFY REQUIREMENTS – As a condition for payment under this purchase order, Vendor shall: (i) comply with N.C. Gen. Stat. Sections 64-25 et seq. (the “EVerify Requirements”); and (ii) cause each subcontractor hereunder to comply with such requirements. Vendor will indemnify and save harmless the County from all losses, damages, fees, costs, expenses, fines, and other liabilities resulting from any failure by Vendor or any subcontractor to comply with the E-Verify Requirements.

18. INSURANCE – Vendor shall secure, before delivery of any goods or services hereunder, Commercial General Liability insurance in an amount not less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate, with the County as additional insured. Vendor shall produce an insurance certificate evidencing such coverage upon request by the County.

19. STRICT COMPLIANCE – The County may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing.

20. MATERIAL SAFETY DATA SHEETS – Current Material Safety Data Sheets, when applicable to the order, shall be provided by Vendor in accordance with all regulations.

21. VENUE FOR LEGAL ACTIONS – This purchase order is governed by North Carolina law without regard to its conflicts of law principles. Any legal actions arising from this purchase order shall be brought in Pender County, North Carolina.

SECTION 5: SPECIFIC TERMS AND CONDITIONS

OTHER TERMS AND CONDITIONS:

A. CONTRACT TERM

The initial contract period will begin on the date of contract issuance by the County and continue for one (1) year with the option to renew for one additional one (1) year period, if mutually agreed upon by both parties.

Written notice of intent to renew shall not be required. Issuance of a purchase order shall constitute exercise of the renewal option.

B. QUESTIONS

Questions regarding this RFP must be received prior to the deadline indicated on the cover page.

C. CONTRACTOR QUALIFICATIONS

Contractors shall have the capability in all respects to fully perform the services or provide the goods specified and have the experience necessary to assure the County of good faith performance of the contract. Three examples of relevant qualifications and experience with similar projects are required to be submitted with this RFP.

D. CONTRACT/AGREEMENT

Following award, a contract/agreement will be executed between the offeror and the County.

E. PRICE ADJUSTMENT

Prices shall remain firm for the initial contract period. Should the County exercise the option to renew the contract for additional one-year period, the Contractor may request a price increase prior to the end of the then current period, but no guaranty is implied that a price increase will be granted. The price increase, if any, for the renewal period shall not exceed the change of the Consumer Price Index (CPI) for Emergency Management Directors Series ID 11-9161 not seasonally adjusted as published by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

The new contract price(s) shall be calculated by applying the published index percentage change to the then current unit price(s). The newly adjusted price(s) will become effective as soon as possible but not prior the date of the renewal period and will apply to goods or services requested on or after the effective date of the new price. The Contractor shall submit a written request for a price increase to the County. When applicable, evidence/proof of price change from the manufacturer or other relevant source shall accompany the price increase request. Price increases will not be automatic

SECTION 5: SPECIFIC TERMS AND CONDITIONS

and are subject to approval by the County. If approved by the County, price increases may be limited to a maximum of 3% for each one-year renewal period.

If a price decrease is provided, such price decrease shall be immediately passed on to the County.

The County reserves the right to request a reduction in price based on economic factors or market conditions during contract term according to changes in the specified index or other factors.

CPI information and detailed statistics including current percentage changes can be accessed at <http://www.bls.gov/cpi>.

F. METHOD OF ORDERING

The County will issue a purchase order to the Contractor as authorization to provide the goods or services specified on the order.

G. EXAMINATION OF CONDITIONS

Each offeror shall fully investigate site conditions and determine work conditions and take necessary measures to ensure a complete understanding of the specifications and work requirements. Failure to become familiar with the site conditions or work conditions will not relieve the offeror from furnishing all materials or performing the work in accordance with the plans, specifications, or Scope of Work.

H. SCHEDULING AND DELAYS

The parties to a contract resulting from this RFP acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the County. Such delays may be caused by delays, denials, and modifications of the various state or federal permits, or for other reasons. The County shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the County. If the County delays the project for any reason for a continuous period of ninety (90) days or more, the County and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount.

I. COMPLIANCE WITH UNIFORM RULES FOR PROCUREMENT (SUPER CIRCULAR, 2 C.F.R.)

Contracts funded with federal grant funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards. The following additional Terms and Conditions are incorporated into this RFP and any resulting contract, as required by the Uniform Rules for procurement published by the U.S. Office of Management and

SECTION 5: SPECIFIC TERMS AND CONDITIONS

Budget's (OMB) Super Circular or the Code of Federal Regulations, Title 2, Chapter 200 (2 C.F.R. 200) as effective December 26, 2014.

i. Debarment and Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Pender County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of North Carolina and Pender County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Offeror agrees to comply with the requirements of 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ii. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

iii. Access to Records

- (1) The Contractor agrees to provide Pender County, the State of North Carolina, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

SECTION 5: SPECIFIC TERMS AND CONDITIONS

- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The Contractor agrees to provide the North Carolina Department of Agriculture or StRAP program manager or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- iv. **Program Fraud and False or Fraudulent Statements or Related Acts**
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
- v. **Full and Open Competition**
This RFP is being solicited with the intent to provide full and open competition and no preferences will be assigned based on geographic location or socio-economic status of the offeror.
- vi. **Disadvantaged Business Enterprises**
Qualified small businesses, minority-owned businesses, women-owned businesses, and otherwise disadvantaged businesses are encouraged to submit offers in response to this RFP. The contractor is encouraged to seek and solicit disadvantaged business enterprises for any work scopes where such businesses could provide services and/or wares.

ATTACHMENT A: PROPOSAL FORM

ATTACHMENT A: PROPOSAL FORM

Completed, signed, and notarized form shall be submitted with the proposal. Please attach a copy of your registration with the North Carolina Secretary of State.

A. OFFEROR INFORMATION:

Firm/Company Name (legal name): _____

Mailing Address: _____

Payment Address (if different from mailing address): _____

Firm Telephone Number: _____

Federal Employer Identification Number (FEIN): _____

Social Security Number (only if FEIN is NOT provided): _____

Representative Name/Title: _____

Representative Telephone Number: _____

Representative Email Address: _____

B. AUTHORIZATION TO TRANSACT BUSINESS IN NORTH CAROLINA

By signature of this form, I certify that the firm identified above in Item A is legally authorized to transact business in the State of North Carolina. *A copy of the Certification of Existence or registration is attached to this form.*

North Carolina Secretary of State Identification Number (SOSID): _____

- OR -

Firm/company is not required to have/maintain registration because: _____

ATTACHMENT A: PROPOSAL FORM

C. PAYMENT TERMS

☐ Net 30

☐ Other (Specify): _____

If payment terms are not specified above, then the terms shall be Net 30 Days.

D. ADDENDA

Offeror hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this RFP:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

E. EXCEPTIONS

Indicate if exceptions are requested by acknowledging the appropriate statement below, as applicable:

- ☐ Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.
- ☐ Offeror takes exception to terms, conditions, requirements, or specifications stated herein Offeror must itemize all exceptions below (attach additional pages if necessary):

The following exceptions are noted (attach additional sheets if necessary): _____

NOTE: Exceptions taken from the stated terms and/or specifications may be cause for proposals to be deemed "non-responsive".

ATTACHMENT A: PROPOSAL FORM

F. COOPERATIVE PURCHASING

Offeror will extend term, conditions, and prices to other jurisdictions.

☐ Yes

☐ No

G. PROPOSAL CHECKLIST

This checklist is provided to assist offerors in submitting proposals. The proposal should include the following information in the quantities specified in Section 2.B Proposal Submission Requirements.

- ☐ Proposals developed according to the outline specified in Section 2.C Proposal Format Requirements and according to the instructions in Section 2.B Proposal Submission Requirements and elsewhere in this RFP.
- ☐ Attachment A: Proposal Form
- ☐ Attachment B: References Form
- ☐ Attachment C: Bid Schedule
- ☐ Attachment D: Offeror's Certification Form
- ☐ Attachment E: Certification Regarding Lobbying
- ☐ Other: FS 25-Bid, Payment, and Performance Bond Form

H. CONFLICT OF INTEREST

The offeror certifies that their proposal has not been arrived at collusively or otherwise in violation of federal, state, or local laws. Any purchase order, check requisition or contract from which any agent, officer, or employee of the County or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or contract, the County shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the County.

I. AUTHORIZATION

In accordance with the terms, conditions and specifications of this RFP, the undersigned agrees to furnish the items and/or services requested. The undersigned acknowledges that the proposal is valid for a period of 180 days from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this RFP and is authorized to contract on behalf of firm named below.

Firm Name: _____

ATTACHMENT A: PROPOSAL FORM

Print Name: _____

Title: _____

Signature: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public: _____

My Commission expires: _____

ATTACHMENT B: References

ATTACHMENT B: REFERENCES

Completed form shall be submitted with the proposal. Provide at least three references.

References must be for similar services provided and must have been completed within the past 5 years.

Offeror Name: _____

Reference 1:

Name of Entity or Business: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name and Title: _____

Phone Number: _____

Email Address: _____

Contract Dates: _____

Contract Amount: _____

Description of Services Provided: _____

Reference 2:

Name of Entity or Business: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name and Title: _____

Phone Number: _____

Email Address: _____

Contract Dates: _____

Contract Amount: _____

Description of Services Provided: _____

ATTACHMENT B: References

Reference 3:

Name of Entity or Business: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name and Title: _____

Phone Number: _____

Email Address: _____

Contract Dates: _____

Contract Amount: _____

Description of Services Provided: _____

NOTE: Do not include or attach additional pages.

ATTACHMENT C: BID SCHEDULE

ATTACHMENT C: BID SCHEDULE

ATTACHMENT C: BID SCHEDULE

Complete Bid Schedule for each task and submit with the proposal.

Contractor/Bidder Name: _____

Clearing & Snagging via Disposal Method 1: Offsite Disposal

| Site No. | Creek Name | Linear Footage | Unit Rate Per Linear Foot (\$) | Total Cost (\$) |
|----------|----------------|----------------|-----------------------------------|-----------------|
| 1 | Bulltail Creek | 13,000 | \$ | \$ |
| 2 | Big Branch | 8,900 | \$ | \$ |
| 3 | Harrison Creek | 10,641 | \$ | \$ |
| | | | | |

Disposal Method 1 Narrative, Explanation or Details: _____

(Please use additional space below as needed)

ATTACHMENT C: BID SCHEDULE

| |
|--|
| Clearing & Snagging via Disposal Method 2: Chipping/Shredding |
|--|

| Site No. | Creek Name | Linear Footage | Unit Rate Per Linear Foot (\$) | Total Cost (\$) |
|----------|----------------|----------------|--------------------------------|-----------------|
| 1 | Bulltail Creek | 13,000 | \$ | \$ |
| 2 | Big Branch | 8,900 | \$ | \$ |
| 3 | Harrison Creek | 10,641 | \$ | \$ |
| | | | | |

Disposal Method 2 Narrative, Explanation or Details: _____

(Please use additional space below as needed)

ATTACHMENT C: BID SCHEDULE

| |
|---|
| Clearing & Snagging via Disposal Method 3: Cabling/Strapping |
|---|

| Site No. | Creek Name | Linear Footage | Unit Rate Per Linear Foot (\$) | Total Cost (\$) |
|----------|----------------|----------------|--------------------------------|-----------------|
| 1 | Bulltail Creek | 13,000 | \$ | \$ |
| 2 | Big Branch | 8,900 | \$ | \$ |
| 3 | Harrison Creek | 10,641 | \$ | \$ |
| | | | | |

Disposal Method 3 Narrative, Explanation or Details: _____

(Please use additional space below as needed)

ATTACHMENT D: OFFEROR'S CERTIFICATION FORM

ATTACHMENT D: OFFEROR'S CERTIFICATION FORM

A completed, signed, and notarized form shall be submitted with the proposal.

To Whom It May Concern:

I have carefully examined the Request for Proposal (RFP) and any other documents accompanying or made a part of this RFP.

I hereby propose to perform the services as specified in the Scope of Work of this RFP at the rates described on the completed Attachment C: Bid Schedule for Task 1 and 2.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm, and that the firm is ready, willing, and able to perform if awarded a contract by Pender County.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer employee or agent of the County of Pender or any other offeror is interested in said proposal; and that the undersigned executed this Offeror's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that Pender County reserves the right to reject any or all proposals.

Name of Firm: _____

Federal Employer Identification Number (FEIN): _____

Mailing Address: _____

City, State, Zip Code: _____

Phone: _____ Email: _____

Name and Title: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public: _____

My Commission expires: _____

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

A completed and signed form shall be submitted with each proposal offer exceeding \$100,000.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

ATTACHMENT F: SITE LOCATIONS

Bulltail Creek



Big Branch



Harrison Creek

