



**Capital Projects & Purchasing Department
113 Mable T. Willis Blvd.
Walterboro, SC 29488
843.539.1968**

**RFQ: CC-24
DEBRIS MONITORING and RECOVERY SERVICES**

DUE: Tuesday, July 31, 2018 @ 2:00pm

MAIL RESPONSE TO:

Capital Projects & Purchasing Department
Attn: Kaye B Syfrett
113 Mable T. Willis Blvd.
Walterboro, SC 29488

DELIVER RESPONSE TO:

Capital Projects & Purchasing Department
Attn: Kaye B Syfrett
113 Mable T. Willis
Blvd. Walterboro, SC
29488

A. OVERVIEW

Colleton County, South Carolina (the "**County**") requires disaster management, recovery, and consulting services to support the oversight and management of debris recovery contractors. Other services include, but are not limited to, facilitating communication with FEMA, FHWA, the State of South Carolina and other state, local and federal agencies. This solicitation also requests fixed price proposals from firms specializing in Debris Monitoring and Recovery Services.

It is the intent of Colleton County to enter into a pre-event contract, which would result in no immediate cost to Colleton County and would be in effect for a period of two (2) years. Colleton County reserves the right to enter into an intergovernmental cooperative agreement with any political subdivision within the boundaries of Colleton County, and as such, give the right of said agencies to coattail the contract with the awarded Firm.

This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of proposals submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so. ***Questions regarding this solicitation must be submitted via emailed to Carla Harvey, County Engineer at charvey@colletoncounty.org no later than 11:00am Tuesday, July 24, 2018.*** Answers to all questions will be posted on the Colleton County website as addendums to this RFP.

B. SCOPE OF WORK

DISASTER DEBRIS MONITORING SERVICES

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas. Specific services may include:

1. Coordinating daily briefings, work progress, staffing, and other key items with the County.
2. May be required to assist the County and the Debris Contractor with the selection and permitting of Temporary Debris Staging and Reduction Sites (TDSRS) locations and any other permitting/regulatory issues as necessary.
3. Scheduling work for all team members and contractors on a daily basis.
4. Hiring, scheduling, and managing field staff.
5. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
6. Assisting the County with responding to public concerns and comments.
7. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
8. Entering load tickets into a database application.
9. Digitization of source documentation (such as load tickets).

10. Developing daily operational reports to keep the County informed of work progress.
11. Development of maps, GIS applications, etc. as necessary.
12. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
13. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA, and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
14. Disaster related damage assessment and reconstruction services, as needed.
15. Final report and appeal preparation and assistance.
16. Other disaster recovery services as requested by the County.

EMERGENCY MANAGEMENT PLANNING AND TRAINING

1. Comprehensive emergency management plans to include plan development; plan review, and plan revisions.
2. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review, and staff augmentation.
3. May be required to assist the County and the Debris Contractor with the development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
4. Procurement assistance for debris removal contractors and other services as requested.
5. Project management to include the formulation and management of permanent work projects, task force management and management services for Commissions, Boards and Panels.
6. Technical support and assistance in developing public information.
7. Other training and assistance as requested by the County.
8. Other reports and data as required by the County.

DAMAGE ASSESSMENT AND RECONSTRUCTION SERVICES

If requested, the Consultant shall be able to provide post-disaster damage assessment and reconstruction services to include assessment, planning, policy and procedure development, engineering and construction management services. The Consultant should also participate in trainings and exercises. Specific areas where services may be requested include County facilities, utility systems, transportation systems, and other sectors as required.

C. QUALIFICATIONS

1. QUALIFICATIONS OF THE FIRM

- a) Provide a description and history of the firm along with providing information related to previous governmental experience.
 1. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and waste and hazardous waste management and disposal.
 2. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
 3. Recent experience managing incident disaster debris collection operations including, but not limited to: damage assessment, Right-of-Way debris removal programs, leaner/hanger removal programs, processing site monitoring, and FEMA reimbursement.
- b) Provide at least five references for which the firm has performed services within the past two (2) years that are similar to the requirements in the Scope of Services. Three of the references shall be from government entities for debris monitoring experience involving a minimum of 2,000,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.

2. QUALIFICATIONS OF STAFF

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operation managers, FEMA reimbursement specialist, etc.) must be full time employees of the proposing firm and have experience in the following:

- a) Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing debris monitoring for at least three government entities involving a minimum of 2,000,000 cubic yards for each client. Recent debris monitoring from hurricane events is preferred.
- b) Documented knowledge and experience of Federal, State, and Local emergency agencies, state and federal programs, funding sources and reimbursement processes. Proposer must demonstrate experience with project worksheet preparation, contractor procurements, hauler invoice reconciliation, and appeals/reimbursement support.

3. TECHNICAL APPROACH

Provide a description of the proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the County. Provide a copy of proposer's internal training program.

D. SELECTION AND EVALUATION PROCESS

Colleton County three-member selection committee will evaluate each proposal based on the stated selection criteria and determine a short list of firms. The selection committee may invite those short-listed firms to make a presentation. The short list of firms will then be ranked by the selection committee at the conclusion of the

presentation interviews. The final ranking of firms and recommendation of award will be presented to County Council for final approval. The County reserves the right to reject any or all qualifications, and to waive defects, technicalities and/or irregularities in any submittal. The County reserves the right to finalize a contract based on all factors involved in the written qualification(s) submitted without further discussion or interviews.

It is the intent of Colleton County to enter into a pre-event contract, which would result in no immediate cost to the County and would be in effect for a period of two (2) years. Colleton County reserves the right to enter into an intergovernmental cooperative agreement with any political subdivision within the boundaries of Colleton County, and as such, give the right of said agencies to coattail the contract with the awarded Contractor.

Colleton County intends to award one contract to the highest scoring responsive, responsible firm. Proposals will be based on the highest scoring firm as outlined in the attached scoring sheet, with final approval by Colleton County Council.

1. SELECTION CRITERIA:

COST PROPOSAL

Each Firm must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor position listed. Reasonable travel, per diem, and other direct project costs (e.g., load tickets, communications, equipment rental, etc.) will be billed to the County at cost without any addition of overhead, administrative costs, or price increases applied.

Scoring Criteria

The relative point value and selection criteria follow:

35%	Specialized experience or technical expertise of the Firm in connection with the service to be provided and on similar size projects
30%	Knowledge of Federal Emergency Management Agency (FEMA) regulations and procedures/emergency planning/response experience
15%	Key staff project understanding and approach
10%	Management systems/reporting systems/training manual
10%	Cost proposal

* Note: In each criterion above where special experience is evaluated, each project listed should include the client name, specific role of the team member for the consultant, and a point of contact for the client with telephone number and email address.

2. FINAL SELECTION AND NOTIFICATION:

It is the intent of Colleton County to identify one Firm, that in its judgement, is the best qualified. The selected Firm will be considered for award by County Council approval. The successful firm shall be required to execute a formal Contract at the County's offices in Colleton within five (5) business days after request by the County. A Notice to Proceed will not be given until the time services of the Firm are necessary.

Depending on necessity, the firm may not necessarily be given a Notice to Proceed during the contract term.

E. INSTRUCTIONS TO FIRM

1. Submittal must **include one (1) original bid response clearly marked as original, and one (2) complete copies of the bid response along with a completed W-9 form**. Responses must be in a sealed envelope/package containing the solicitation name and number. The individual signing the response must be an Agent legally authorized to bind the company.
2. Show solicitation number on the outside of mailing package. Colleton County assumes no responsibility for unmarked or improperly marked envelopes.
3. It is the firm's sole responsibility to ensure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. The firm must clearly mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. Colleton County reserves the right to determine whether this information should be exempt from disclosure and legal action may not be brought against the County or its agents for its determination in this regard.
5. **RESPONSE FORM:** All responses shall be printed in ink or typewritten. If required, additional pages may be attached. Proposals written in pencil will be disqualified.
6. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the vendor's name, address, and the solicitation name and number.
7. This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of RFQ submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.

A "No Response" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply.

F. SPECIFIC TERMS AND CONDITIONS

1. **COMPETITION:** This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing no later than five (5) business days prior to the scheduled due date and time.

2. **RESPONDANTS QUALIFICATION:** The County reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Vendor's ability to provide said services.
3. **RESPONSE WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Manager.
4. **REJECTION:** Colleton County reserves the right to reject any and all proposals, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.
5. **WAIVER:** The County reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
6. **RESPONSE PERIOD:** All responses shall be good for a minimum period of 60 calendar days.
7. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful offeror will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.
8. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Colleton County.
9. **DEBARMENT:** By submitting a qualification package, the contractor is certifying that they are not currently debarred from responding to any request for proposals by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency or subdivision of the State of South Carolina.
10. **DEFAULT:** In case of default by the Contractor, the County reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Contractor will be considered in future RFP's until the assessed charge has been satisfied.
11. **HOLD HARMLESS:** All respondents to this RFP shall indemnify and hold harmless Colleton County Government and any of their officers and employees from all suits and claims alleged to be a result of this request for proposals. The issuance of this request of proposals constitutes only an invitation to present a proposal. Colleton County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this request for proposals. Colleton County also reserves the right to seek clarifications, to negotiate with any Contractor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.

12. CANCELLATION: In the event that this request for proposals is withdrawn or the project canceled for any reason, Colleton County shall have no liability to any respondent for any costs or expenses incurred in connection with this request for proposals or otherwise.
13. COLLETON COUNTY PURCHASING ORDINANCE: The Request of Proposals is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this request for proposals in their entirety except as amended or superseded within. This ordinance can be found at <https://www.municode.com/library/sc/colletoncounty/codes/codeofordinances> under Title 3 - Revenue and Finance.
14. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this request of proposals shall be just cause for the rejection of the qualification package. However, Colleton County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.
15. CONTRACT AWARD:
 - a. This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful Contractor and the County. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.
 - b. The successful Contractor shall be required to execute a formal agreement with the County's Procurement Office within ten (10) business days after issuance of the Notice of Award.
16. CONTRACT ADMINISTRATION: Questions or problems arising after award of an agreement shall be directed to the Procurement Manager by calling (843) 782-0504. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Capital Projects & Purchasing Department, 113 Mable T. Willis Blvd, Walterboro, SC 29488.

G. GENERAL CONTRACTUAL REQUIREMENTS

1. ABANDONMENT OR DELAY: If the work to be done under this contract shall be abandoned or delayed by the Contractor, or if at any time the County shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the Contractor, the County may annul the contract or any part thereof if the Contractor fails to resolve the matter within thirty (30) days of written notice.
2. CONTRACTOR'S COOPERATION: The Contractor shall maintain regular communications with the Project Manager and shall actively cooperate in all matters pertaining to this contract.
3. RESPONSIBILITY: The Contractor shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.
4. NON-APPROPRIATION / SUBSTITUTION PERMITTED: If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this

contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.

5. INDEMNIFICATION: Except for expenses or liabilities arising from the negligence of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person, directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractor or occurring to any member of the public. When the County submits notice, Offeror shall promptly defend any aforementioned action.

The prescribed limits of insurance set forth herein shall not limit the extent of the Contractor's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally, the County will not provide indemnity to the successful CONTRACTOR. Failure to comply with this section may result in your request for proposal to be deemed non-responsive.

6. FORCE MAJEURE: The Offeror shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
7. ARBITRATION: Under no circumstances and with no exception will Colleton County act as arbitrator between the Contractor and any sub-contractor.
8. PUBLICITY RELEASES: Offeror agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are

endorsed or preferred by the County. The Contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. With regard to news releases, only the name of the County, type and duration of any resulting agreement may be used and then only with prior approval of the County. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Manager.

9. GOVERNING LAWS: Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.
10. ASSIGNMENT: The Contractor shall not assign in whole or in part any agreement resulting from this Request for Proposals without the prior written consent of the County. The Contractor shall not assign any money due or to become due to him under said agreement without the prior written consent of the County.
11. AFFIRMATIVE ACTION: The successful Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
12. FAILURE TO DELIVER GOODS IN ACCORDANCE WITH TERMS & CONDITIONS: In case of failure to deliver goods in accordance with the contract terms and conditions, Colleton County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.
13. TERMINATION OF CONTRACT:
 1. Subject to the Provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the contractor.
 - a. Termination for Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.
 - b. Termination for Cause: Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this request for proposals shall apply.
 - c. The County shall be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for nonperformance.
 2. Non-Appropriations Clause: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time. Not forthcoming,

through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the County and the Contractor, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.

14. GOVERNING LAWS: Any contract resulting from this request for proposals shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.
15. BONDS: Payment and Performance Bonds are not required for this request for bid.
16. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
17. TYPE OF CONTRACT: This contract is a lump sum contract.
18. INSURANCE: Colleton County will require the following remain in force at all times through the life of the contract:

Professional Liability Insurance – Minimum \$2,000,000.00 - Proof of in force insurance must be provided in the response to the BID

Other insurances:

Workers' Compensation - \$100,000 – each accident
Statutory Coverage and Employer's - \$100,000 each employee
Liability - \$500,000 – policy limit
Comprehensive General Liability - \$1,000,000 – bodily injury each occurrence
\$2,000,000 – bodily injury aggregate
\$2,000,000 – property damage each occurrence
\$2,000,000 – property damage aggregate
Products – Completed Operations - \$1,000,000 – aggregate
Business Auto Liability – Same as Comprehensive General Liability
Excess or Umbrella Liability - \$2,000,000

Colleton County will be named as an "additional insured"



RFQ: CC-24
DEBRIS MONITORING and RECOVERY SERVICES
OFFEROR'S CERTIFICATION

Company Name

Authorized Signatory (As registered with the IRS)

Address

E-Mail Address

City, State, Zip

Federal Tax ID Number

Telephone Number

Sales Tax Number

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



RFQ: CC-24

**DEBRIS MONITORING and RECOVERY SERVICES
DEBARMENT**

The vendor is certifying that they are not currently debarred from responding to any request for qualifications by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting qualifications on contracts by any agency or subdivision of the State of South Carolina.

SAM's No. _____

Cage Code. _____

DUN's No. _____

Authorized Representative (Signature)

Date

Authorized Representative/Title (Print or Type)



RFQ: CC-24

DEBRIS MONITORING and RECOVERY SERVICES
ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Bids and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

Authorized Representative (Signature)

Date

Authorized Representative/Title (Print or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements or pricing.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



RFQ: CC-24

**DEBRIS MONITORING and RECOVERY SERVICES
INDEMNIFICATION**

The Bidder/Proposer will indemnify and hold harmless the Owner, Colleton County and their agents and employees from and against all claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting from the performance of the Work provided that any such claims, damages, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting there from, and is caused by any negligent or willful act or omission of the Bidder / Proposer, and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, Colleton County or any of their agents and/or employees by an employee of the Bidder/Proposer, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Bidder/Proposer under the Worker’s Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

The obligation of the Bidder/Proposer under this paragraph shall not extend to the liability of Colleton County or its agents and/or employees arising out of the reports, surveys, Change Orders, designs or Technical Specifications.

Authorized Representative (Signature)

Date

Authorized Representative/Title (Print or Type)



RFQ: CC-24

DEBRIS MONITORING and RECOVERY SERVICES

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, Offeror or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

MINORITY BUSINESS: Are you a minority business?

▶ Yes _____ (____ Women-owned / ____ Disadvantaged) *If yes, please submit a copy of your certificate with your response.*

▶ No _____

Authorized Representative (Signature)

Date

Authorized Representative/Title (Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



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DEBRIS MONITORING and RECOVERY SERVICES

DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by the Drug-free Workplace Act, Section 44-107-10 et seq South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids or proposals for Colleton County projects.

For purposes of this Certification, “Drug-free Workplace” is defined as set forth in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor’s/ Vendor’s duties under the contract. Contractor’s/Vendor’s employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s/Vendor’s workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor’s/Vendor’s policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each (3) employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:

- (a) Abide by the terms of the statement: and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction;
- (5) Notifying the using agency within ten (10) days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
- (a) Taking appropriate personnel action against the employee, up to and including termination; and
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

Contractor/Vendor Name:

Authorized Representative Name and Title:

Signature of Authorized Representative:

Witness (Print Name and Sign):

Note: This certification form is required for all contracts for a stated or estimated value of \$50,000 or more.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



RFQ: CC-24

DEBRIS MONITORING and RECOVERY SERVICES
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Colleton County requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Contractor/Vendor hereby certifies their commitment to assure non-discrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Contractor/Vendor Name:

Address:

Authorized Representative Name and Title:

Signature of Authorized Representative:

Witness (Print Name and Sign):

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



RFQ: CC-24

**DEBRIS MONITORING and RECOVERY SERVICES
COST PROPOSAL FORM**

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs (including travel, lodging, per diem, communications, supplies, rental equipment, and other direct project expenses) will be billed to the County at cost without mark-up.

<u>POSITION</u>	<u>HOURLY RATE</u>
Project Manager	\$ _____
Operations Managers	\$ _____
GIS Analyst	\$ _____
Field Supervisors	\$ _____
Debris Site/Tower Monitors	\$ _____
Load Ticket Data Entry Clerks	\$ _____
Billing/Invoice Analysts	\$ _____
Project Assistants	\$ _____
Field Coordinators (Crew Monitors)	\$ _____

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates, as needed.

<u>POSITION</u>	<u>HOURLY RATE</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

FIRM NAME: _____

AUTHORIZED REPRESENTATIVE SIGNATURE: _____