

Sponsor(s) : County Council  
Adopted : September 8, 2025  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

**RESOLUTION NO. 25-R-57**

**COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY**

**[A Resolution to Award the Contract for First Push Debris Removal and Disposal Services.]**

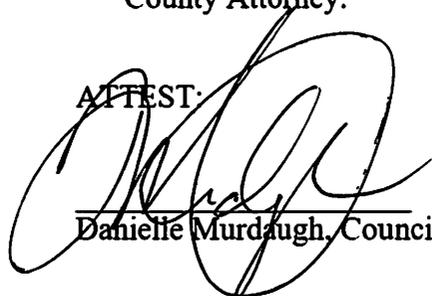
**WHEREAS:**

1. The County advertised a Request for Qualifications, CC-43 for a First Push Debris Removal and Disposal Services contractors to provide services throughout the County after a hurricane or other disaster; and
2. Seven proposals were received, and a committee reviewed and ranked the proposals;
3. Wood Brothers, Inc. ranked the highest, and Ackerman Landscape was ranked the second highest; and
4. The Engineering Department recommends that the contract be awarded to Wood Brothers, Inc. as the primary first push debris removal and disposal contractor and Ackerman Landscape as the secondary contractor; and
5. These services are provided on a pay-as-used basis and in the event that a hurricane or other natural disaster makes these services necessary, funding will be provided by a combination of County and FEMA funds.

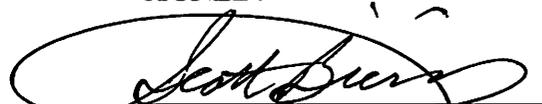
**NOW THEREFORE BE IT RESOLVED BY THE COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:**

1. County Council hereby awards the contract in accordance with CC-43 for First Push Debris Removal and Disposal Services to Wood Brothers, Inc. as the primary contractor and Ackerman Landscape as the secondary contractor.
2. The County Administrator is hereby authorized to execute a two (2) year contract with the option to renew said contract for an additional three (3) one year terms, with a total up to five (5) years; on behalf of the County pending approval of same by the County Attorney.

ATTEST:

  
Danielle Murdaugh, Council Clerk

SIGNED:

  
Scott Biering, Chairman

COUNCIL VOTE: **UNANIMOUS**  
OPPOSED:



**RFQ: CC-43**  
**FIRST PUSH - DEBRIS REMOVAL and DISPOSAL SERVICES**  
**THURSDAY, JULY 24, 2025 AT 1:00 PM**

Evaluation Criteria	Value	James W. Turner Construction, LTD				DRC Emergency Services, LLC				Ceres Environmental Services, Inc.				Ackerman Landscape & Irrigation, Inc			
		A	B	C	Total Score	A	B	C	Total Score	A	B	C	Total Score	A	B	C	Total Score
Specialized experience or technical expertise of the contractor/subcontractor in connection with the service to be provided and on similar-sized projects	25	22	15	20	57	22	23	15	60	22	25	15	62	23	23	20	66
Past record of performance on work of a similar nature	25	23	17	20	60	22	23	10	55	23	25	15	63	24	23	25	72
Knowledge of FEMA regulations and procedures	25	25	10	20	55	25	20	20	65	25	23	25	73	22	20	15	57
Availability of necessary equipment	15	8	15	15	38	9	15	15	39	13	15	10	38	15	15	15	45
Cost proposal	10	10	10	8	28	3	10	2	15	3	9	2	14	10	10	10	30
					238				234				250				270

Evaluation Criteria	Value	CTC Disaster Response, Inc.				Looks Great Services of MS, Inc.				Wood Bros. Inc.			
		A	B	C	Total Score	A	B	C	Total Score	A	B	C	Total Score
Specialized experience or technical expertise of the contractor/subcontractor in connection with the service to be provided and on similar-sized projects	25	22	23	10	55	22	20	15	57	25	23	20	68
Past record of performance on work of a similar nature	25	21	25	10	56	22	20	15	57	25	22	25	72
Knowledge of FEMA regulations and procedures	25	25	25	20	70	25	20	20	65	25	20	15	60
Availability of necessary equipment	15	8	13	10	31	10	15	15	40	15	15	15	45
Cost proposal	10	10	10	8	28	8	9	4	21	9	10	10	29
					240				240				274

Verified by: Kaye B. Syfrett  
 Committee: George Welch, Danielle Murdaugh, Carla Harvey



COLLETON COUNTY  
SOUTH CAROLINA

**Purchasing Department  
113 Mable T. Willis Blvd.  
Walterboro, SC 29488  
843.782.0504**

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RFQ: CC-43  
FIRST PUSH – DEBRIS REMOVAL and DISPOSAL SERVICES

Due: Thursday, July 24, 2025 @ 1:00 pm

MAIL OR DELIVER RESPONSE TO:

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

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## A. OVERVIEW

Colleton County, South Carolina (the "County") is seeking proposals from qualified contractors to provide "first push" emergency debris removal and disposal services throughout the County after a hurricane or other disaster. Services shall include, but are not limited to, roadway clearing and grading, tree clearing, crossline pipe replacement, material hauling, and placement. All work must be completed within FEMA requirements, and work must be documented accordingly.

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 in the County's best interest to do so.

All documentation associated with this solicitation is on the Colleton County website at <http://www.colletoncounty.org/bids-proposal-requests>. Questions regarding this solicitation must be submitted via email to Carla Harvey, County Engineer, at [charvey@colletoncounty.org](mailto:charvey@colletoncounty.org) no later than **1:00 p.m. on Thursday, July 17, 2025**. Answers to all questions will be posted on the Colleton County website as addenda to this RFP.

## B. SCOPE OF SERVICES

The project consists of "first push" operations as directed by the County Engineer. The location of the work will depend on the disaster location and could cover the entire County.

1. The contractor shall be responsible for the crew and equipment necessary to complete the work.
2. The contractor shall be responsible for all material procurement.
3. The project shall be initiated within twelve (12) hours of the county's Notice to Proceed.
4. The contract will be unit cost per hour and separated by roadway or disaster location as directed by the County. One (1) pay request shall be submitted after the owner has approved the final project.
5. A joint venture partnership with other contractors, like sub-contracts, is acceptable under the prime.
6. All cost proposal rates include mobilization, equipment, operator, overhead, profit, etc.
7. There is no guaranteed minimum or maximum work specified.
8. The Prime Contractor must have at a minimum six (6) loaders (backhoe, wheel loader, excavator, etc.), four (4) dump trucks, and two (2) general labor crews.
9. The Prime Contractor must list available equipment on the attached form. Subcontractors' available equipment should also be listed. A combination of Prime and Subs can meet the previously stated minimums.
10. Photographs, GPS coordinates, and detailed documentation of work must be provided for each area worked.
11. Must work with FEMA-required monitors provided by the County.
12. Must assist with FEMA invoice review, if necessary.
13. Will work under the direction of the County Engineer with additional assistance/direction from the County Public Works Department.

## C. PROPOSAL RESPONSE REQUIREMENTS

A prospective service provider's response to this RFQ should include at least the following information.

- Information describing the company's technical and construction capabilities
- Training and experience (list all certifications)
- Equipment resources (company versus sub-contractor owned)
- List of subcontractors
- Past performance on contracts and other accomplishments
- References from past clients
- Listing of all existing disaster-related pre-event contracts
- Capacity and plan for mobilization
- Ability to track and record all work for invoices and auditing purposes
- Other unique services your company can provide

## D. SELECTION AND EVALUATION PROCESS

The Colleton County selection committee will evaluate each proposal based on the stated selection criteria and determine a short list of contractors. The selection committee may invite those short-listed contractors to make a presentation. The selection committee will then rank the contractors' short list at the conclusion of the presentation interviews. The final ranking of contractors and award recommendation will be presented to the 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.

Colleton County intends to enter into a pre-event contract, which would result in no immediate cost to the County and would be in effect for two (2) years with the option of three additional one (1) year renewals. Colleton County reserves the right to enter into an intergovernmental cooperative agreement with any political subdivision within the boundaries of Colleton County. As such, it gives the right to said agencies to coattail the contract with the awarded Contractor.

Colleton County reserves the right to award multiple contracts to the highest-scoring, responsive, responsible contractor (s). The proposals will be based on the highest-scoring contractor, as outlined in the attached scoring sheet, with final approval by the Colleton County Council.

### 1. EVALUATION CRITERIA:

Colleton County's evaluation criteria will include, but not be limited to, consideration of the following:

- Specialized experience or technical expertise of the contractor and its personnel in connection with the service to be provided
- Past record performance on work of similar nature, financial capabilities, corporate history, and team organization to include quality of work, timeliness, cost control & and litigation history
- Respondent's knowledge of Federal Emergency Management Agency (FEMA) regulations and procedures
- Equipment List
- Each contractor must complete and submit the Cost Proposal Form/Fee Schedule. The cost

proposal will be evaluated based on the rates submitted on the cost proposal form for the items listed. All overhead, profit, etc., must be included in the rates submitted.

The relative point value and selection criteria follow:

25%	Specialized experience or technical expertise of the contractor/subcontractor in connection with the service to be provided and on similar projects
25%	Past record of performance on work of a similar nature
25%	Knowledge of FEMA regulations and procedures
15%	Availability of necessary equipment
10%	Cost proposal

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

## 2. FINAL SELECTION AND NOTIFICATION:

Colleton County intends to identify one or more contractors that, in its judgment, is/are the best qualified. The selected contractor(s) will be considered for award by County Council approval. The successful contractor(s) 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 contractor's services are necessary.

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

## E. INSTRUCTIONS TO CONTRACTOR

1. Submittal must include one (1) original RFQ response marked as original, and two (2) complete copies of the RFQ 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 the mailing package. Colleton County assumes no responsibility for unmarked or improperly marked envelopes.
3. The contractor's sole responsibility is to ensure that solicitation responses, amendments thereto, or withdrawal requests are submitted by the scheduled due date and time.
4. The contractor must mark as "Confidential" each part of their response that they consider 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.

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 by 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, pay any costs incurred in preparing the submitted RFQ, or procure or contract the services. The County reserves the right to accept, reject, or cancel in part, or in its entirety, the offers received as a result of this request if deemed in the County's best interest to do so.

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

## **F. SPECIFIC TERMS AND CONDITIONS**

1. **COMPETITION:** This solicitation promotes full and open competition. Suppose any language, specifications, terms, and conditions, or any combination thereof, restricts or limits the requirements in this solicitation to a single source. In that case, the interested vendor shall notify the Procurement Office in writing no later than five (5) business days before the scheduled due date and time.
2. **RESPONDENTS' QUALIFICATION:** The County reserves the right to request satisfactory evidence of their ability to furnish services per the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Contractor's ability to provide the said services.
3. **RESPONSE WITHDRAWAL:** Responses may be withdrawn before 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 proposals, cancel or withdraw this solicitation, and waive any technicality if deemed in the county's best interest.
5. **WAIVER:** The County reserves the right to waive any Instructions to the Contractor, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the County's best interest.
6. **RESPONSE PERIOD:** All responses shall be suitable for a minimum of 90 calendar days.
7. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be pointed out; otherwise, it will be considered that items offered strictly comply with these specifications, and the successful firm will be held responsible, therefore. Deviations must be explained in detail on a separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any specifications requirements. Unidentified deviations found during the evaluation of the response may be cause for rejection.

8. **AMENDMENTS:** The Procurement Manager of Colleton County shall issue all amendments to and interpretations of this solicitation in writing.
9. **DEBARMENT:** By submitting a proposal, 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 or the United States Federal Government.
10. **DEFAULT:** In case of contractor defaults, 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 a charge be assessed, no subsequent solicitation response of the defaulting Contractor will be considered in future PROPOSALS until the assessed charge has been satisfied.
11. **HOLD HARMLESS:** All respondents to this PROPOSAL 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 proposal request. The issuance of this request for 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 proposal request. Colleton County also reserves the right to seek clarifications, to negotiate with any firm submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
12. **CANCELLATION:** If 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 with this request for proposals or otherwise.
13. **PURCHASING ORDINANCE:** The Request for Proposals is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this PROPOSAL 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 proposal request shall cause rejection. However, Colleton County reserves the right to decide, on a case-by-case basis, whether or not to reject such a bid as non-responsive.
15. **CONTRACT AWARD:**
  - a. This solicitation and submitted documents, when accepted adequately by Colleton County, shall constitute an agreement equally binding between the successful Contractor and the County. No oral statement of any person shall modify, 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 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 an agreement is awarded should be directed to the Procurement Manager by calling (843) 782-0504. Copies of all correspondence concerning this solicitation or resulting agreement should be sent to the 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 believe 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 actively cooperate in all matters related to this contract.
3. **RESPONSIBILITY:** The Contractor shall always 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 is 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 the County. Following any such non-appropriation, the master lease agreement shall not limit 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 all costs and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

The 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, contractor, 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 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 include defense, settlement, and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall consist of bodily injuries or death occurring to Contractor's employees and any person, directly or indirectly employed by the Firm (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, the Firm shall promptly defend any action as mentioned above.

The prescribed insurance limits set forth herein shall not limit the extent of the Contractor's responsibility under this Section. The terms and conditions 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 FIRM. Failure to comply with this section may result in your request for proposal being deemed non-responsive.

6. **FORCE MAJEURE:** The Contractor 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 the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Still, 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 permitting the contractor to meet the required delivery schedule.
7. **ARBITRATION:** Under no circumstances and with no exception will Colleton County act as an arbitrator between the Contractor and any subcontractor.
8. **PUBLICITY RELEASES:** The Contractor agrees not to refer to the 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. Concerning 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 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 litigation costs.
10. **ASSIGNMENT:** The Contractor shall not assign in whole or in part any agreement resulting from this Request for Bids without the prior written consent of the County. The Contractor shall not assign any money due or to become due to him under the said agreement without the prior written consent of the County.
11. **AFFIRMATIVE ACTION:** The successful Contractor will take affirmative action to comply with all Federal and State requirements concerning fair employment and treatment of all employees without regard to or discrimination because of race, color, religion, sex, national origin, or physical handicap.
12. **FAILURE TO DELIVER GOODS PER TERMS & CONDITIONS:** In case of failure to deliver goods per 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 Purchasing Department may terminate the contract, provided a thirty (30) day advance notice in writing is given to the Contractor.
  - a. Termination for Convenience: If 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, fault, or negligence on the Contractor's part shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived, and the default provision in this request for bids shall apply.
  - c. The County shall be obligated to reimburse the Contractor only for services rendered before the termination date, less any liquidation damages that may be assessed for non-performance.
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 are received.

14. BONDS: Bonds are not required for this BID.

15. OWNERSHIP OF MATERIAL: According to this contract, the county shall exclusively own all data, material, and documentation originated and prepared for it.

16. INSURANCE: Colleton County will require the following to remain in force at all times throughout the life of the contract:

Professional Liability Insurance – Minimum \$1,000,000.00 - Proof of in-force insurance must be provided in the response to the RFB

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

\$1,000,000 – bodily injury aggregate

\$1,000,000 – property damage per occurrence

\$1,000,000 – property damage aggregate

Products – Completed Operations - \$1,000,000 – aggregate

Business Auto Liability – Same as Comprehensive General Liability

Excess or Umbrella Liability - \$1,000,000

**Colleton County will be named as an "additional insured" party**

H. FORMS



RFQ: CC-43  
FIRST PUSH – DEBRIS REMOVAL AND DISPOSAL SERVICES  
CERTIFICATION

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
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-43

**FIRST PUSH – DEBRIS REMOVAL AND DISPOSAL SERVICES  
INDEMNIFICATION**

The Contractor 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 cost 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 Contractor, and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable.

In all claims against the Owner, Colleton County or any of their agents and/or employees by an employee of the Contractor, 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 Contractor under the Worker’s Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

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

**CERTIFICATE OF FAMILIARITY**

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

**MINORITY BUSINESS:** Are you a minority business?

▶ **Yes** \_\_\_\_ ( \_\_\_\_ *Women-owner/* \_\_\_\_ *Disadvantaged*) *If yes, please submit a copy of your certificate with your response.*

▶ **No** \_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title (Print)

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



**RFQ: CC-43**  
**FIRST PUSH – DEBRIS REMOVAL AND DISPOSAL SERVICES**  
**DEBARMENT**

The contractor 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. \_\_\_\_\_

**ADDENDA ACKNOWLEDGEMENT**

The contractor has examined and carefully studied the Request for Qualifications 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)

**Contractors must acknowledge any issued addenda. Proposals that fail to acknowledge the contractor's receipt of any addendum will result in the rejection of the offer if the addendum contains information that substantively changes the Owner's requirements or pricing.**

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



**RFQ: CC-43**

**FIRST PUSH – DEBRIS REMOVAL AND DISPOSAL 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 outlined in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The Section described above defines the 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 per 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 violating 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 for drug violations may be imposed upon employees.
  
- (3) It is a requirement that each employee engaged in the contract's performance be given a copy of the statement required in paragraph (1) above.

- (4) Notifying the employee of 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 sentence.
- (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) for 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 reasonable faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

\_\_\_\_\_  
Contractor:

\_\_\_\_\_  
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-43

**FIRST PUSH – DEBRIS REMOVAL AND DISPOSAL 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 the selection and retention of any subcontractor.*

**By signing this document, the Contractor 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:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Authorized Representative Name and Title:

\_\_\_\_\_  
Signature of Authorized Representative:

\_\_\_\_\_  
Authorized Representative's Email Address (print):

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RFQ: CC-43

FIRST PUSH – DEBRIS REMOVAL AND DISPOSAL SERVICES

**SUBCONTRACTOR FORM**

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work to be Performed: \_\_\_\_\_

\_\_\_\_\_

Dollar Value of Subcontractor's Work: \$ \_\_\_\_\_ Percentage of Contract Value: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work to be Performed: \_\_\_\_\_

\_\_\_\_\_

Dollar Value of Subcontractor's Work: \$ \_\_\_\_\_ Percentage of Contract Value: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work to be Performed: \_\_\_\_\_

\_\_\_\_\_

Dollar Value of Subcontractor's Work: \$ \_\_\_\_\_ Percentage of Contract Value: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work to be Performed: \_\_\_\_\_

\_\_\_\_\_

Dollar Value of Subcontractor's Work: \$ \_\_\_\_\_ Percentage of Contract Value: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work to be Performed: \_\_\_\_\_

\_\_\_\_\_

Dollar Value of Subcontractor's Work: \$ \_\_\_\_\_ Percentage of Contract Value: \_\_\_\_\_

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RFQ: CC-43

FIRST PUSH – DEBRIS REMOVAL AND DISPOSAL SERVICES

**EQUIPMENT LIST FORM**

Prime Contractor Name: \_\_\_\_\_

Description of Prime Contractor's available equipment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Description of Subcontractor's available equipment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Description of Subcontractor's available equipment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Description of Subcontractor's available equipment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Description of Subcontractor's available equipment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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RFQ: CC-43

FIRST PUSH – DEBRIS REMOVAL AND DISPOSAL SERVICES  
COST PROPOSAL FORM

Rubber Tire Backhoe – Rate per Hour	\$ _____
Rubber Tire Loader – Rate per Hour	\$ _____
Road Motor grader – Rate per Hour	\$ _____
Mini Track hoe (50 series or higher) – Rate per Hour	\$ _____
Skid Steer – Rate per Hour	\$ _____
Telescopic Lift – Rate per Hour	\$ _____
Aerial Lift – Rate per Hour	\$ _____
Chipper – Rate per Hour	\$ _____
Stump Grinding – Rate per Hour	\$ _____
Small Equipment (chainsaw, pole saw, etc.) – Rate per Hour	\$ _____
Dump Trailer (8 CY typ.) – Rate per Hour	\$ _____
Dump Truck (16 CY typ.) – Rate per Hour	\$ _____

**\*\*All equipment rates requested above must include mobilization, equipment, and operator in the per-hour rate.**

Fill Dirt (16 CY) – Rate per Load	\$ _____
Topsoil (16 CY) – Rate per Load	\$ _____
Rock (Gravel/Loose Stone) – Rate per Ton	\$ _____
Rock (Base Course) – Rate per Ton	\$ _____
18" HDPE Pipe – Rate per Linear Foot	\$ _____
24" HDPE Pipe – Rate per Linear Foot	\$ _____
18" Concrete Pipe – Rate per Linear Foot	\$ _____
24" Concrete Pipe – Rate per Linear Foot	\$ _____
36" Concrete Pipe – Rate per Linear Foot	\$ _____
48" Concrete Pipe – Rate per Linear Foot	\$ _____

**\*\*All material rates requested above must include material and freight. Pipe cost must also include installation and backfill material.**

CONTRACTOR: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE SIGNATURE: \_\_\_\_\_

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