

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-58

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution to Award the Contract for Debris Monitoring and Recovery Services.]

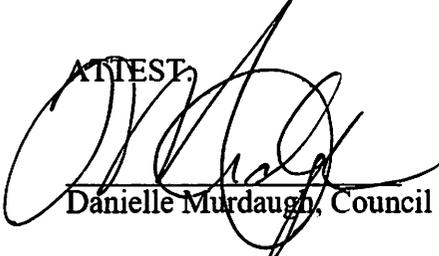
WHEREAS:

1. The County advertised a Request for Qualifications, CC-42 for Debris Monitoring and Recovery services; and
2. Four proposals were received, and a committee reviewed and ranked the proposals;
3. Tetra Tech, Inc, Inc. received the highest ranking by the committee; and
4. The Engineering Department requests that the contract be awarded to Tetra Tech, Inc. for Debris Monitoring and Recovery Services; 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 Proposal CC-42 for Debris Monitoring and Recovery Services to Tetra Tech, Inc.
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:



COLLETON COUNTY
SOUTH CAROLINA

RFQ: CC-42

DEBRIS MONITORING and RECOVERY SERVICES

THURSDAY, JULY 24, 2025 AT 11:00 AM

Evaluation Criteria	Value	Debristech, LLC				Thompson Consulting Services				Goodwyn Mills Cawood				Tetra Tech, 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 Firm in connection with the service to be provided and on similar-sized projects	35	30	30	25	85	35	35	32	102	30	30	30	90	35	35	30	100
Knowledge of Federal Emergency Management Agency (FEMA) regulations and procedures/emergency planning/response experience	30	30	25	20	75	25	25	20	70	30	25	25	80	30	30	29	89
Key staff project understanding and approach	15	10	10	13	33	15	15	15	45	10	10	13	33	15	10	15	40
Management systems/reporting systems/training manual	10	8	10	8	26	8	10	10	28	7	8	9	24	10	10	9	29
Cost proposal	10	10	8	9	27	10	8	10	28	5	8	10	23	9	9	10	28
					246				273				250				286

Verified by: Kaye B. Syfrett

Committee: Heather Spade, Carla Harvey, Danielle Murdaugh



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

RFQ: CC-42
DEBRIS MONITORING and RECOVERY SERVICES

Due: Thursday, July 24, 2025 @ 11:00 am

MAIL OR DELIVER RESPONSE TO:

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

Table of Contents

A. OVERVIEW.....	3
B. SCOPE OF SERVICES.....	3
C. QUALIFICATIONS	4
D. SELECTION AND EVALUATION PROCESS	5
E. INSTRUCTIONS TO FIRM	7
F. SPECIFIC TERMS AND CONDITIONS.....	7
G. GENERAL CONTRACTUAL REQUIREMENTS.....	9
H. FORMS.....	13

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.

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, reject, or cancel in part, or 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 no later than **11:00 a.m. on Thursday, July 17, 2025**. Answers to all questions will be posted on the Colleton County website as addenda to this RFQ.

B. SCOPE OF SERVICES

DISASTER DEBRIS MONITORING SERVICES

The selected firm will be expected to provide disaster debris monitoring services, including 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. It may be required to assist the county and the debris contractor with selecting and permitting 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 daily.
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 before submission to the County for processing.
13. Prepare the Project Worksheet and other pertinent reports 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 include the development of mitigation plan(s), staff training, cost-benefit analysis, project management, environmental review, and staff augmentation.
3. The department may be required to assist the County and the Debris Contractor with developing a debris management plan, including identifying an adequate number of TDSRS locations. Staff training may be necessary.
4. Procurement assistance for debris removal contractors and other services as requested.
5. Project management, including formulating and managing 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 Firm shall be able to provide post-disaster damage assessment and reconstruction services, including assessment, planning, policy and procedure development, engineering, and construction management services. The Firm should also participate in training 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 and information related to previous governmental experience.

1. Recent experience demonstrating current capacity and expertise in debris removal, solid 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 ten (10) years similar to the requirements in the Scope of Services. Three references from government entities for debris monitoring experience involving a minimum of 500,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers, and contract date.

2. QUALIFICATIONS OF STAFF

Provide an organizational chart, resumes, and a 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 proposed firm and have experience in the following:

- a) Experience demonstrating current capacity and 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 500,000 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

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

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 firms. The selection committee may invite those short-listed firms to make a presentation. The selection committee will then rank the shortlist of firms after the presentation interviews. The final ranking of firms and award recommendation will be presented to the County Council

for final approval. The County reserves the right to reject all qualifications and 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 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 the Colleton County Council.

1. SELECTION CRITERIA:

COST PROPOSAL

Each Firm must complete and submit the Cost Proposal Form/Fee Schedule. The cost proposal will be evaluated based 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-sized 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 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 the best-qualified Firm. 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 the County requests it. A Notice to Proceed will not be given until the firm's services are necessary.

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

E. INSTRUCTIONS TO FIRM

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 firm is responsible for ensuring that solicitation responses, amendments thereto, or withdrawal requests are submitted by the scheduled due date and time.
4. The firm must 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.
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, 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 its entirety, 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 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 firm 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 default by the Firm, the County reserves the right to purchase any or all items in default in the open market, charging the Firm with any excessive costs. Should such a charge be assessed, no subsequent solicitation response of the defaulting Firm 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 bid 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 Firm, or if at any time the County shall believe and shall so certify in writing that work has been abandoned or delayed by the Firm, the County may annul the contract or any part thereof if the Firm fails to resolve the matter within thirty (30) days of written notice.
2. **CONTRACTOR'S COOPERATION:** The Firm shall maintain regular communications with the Project Manager and actively cooperate in all matters related to this contract.
3. **RESPONSIBILITY:** The Firm 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 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 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 Firm 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 the Firm'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 mentioned above.

The prescribed insurance limits set forth herein shall not limit the extent of the Firm'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 a proposal being deemed non-responsive.

6. **FORCE MAJEURE:** The Firm 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 Firm. 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 Firm. 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 Firm 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:** Colleton County will not, under any circumstances, and with no exception, act as an arbitrator between the Firm and any subcontractor.
8. **PUBLICITY RELEASES:** The Firm 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 Firm 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 Firm shall not assign in whole or in part any agreement resulting from this Request for Bids without the prior written consent of the County, and the Firm shall not assign any money due or to become due to it under the said agreement without the prior written consent of the County.
11. **AFFIRMATIVE ACTION:** The successful Firm 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 by 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 those services rendered before the date of notice of termination, 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 were 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-42
DEBRIS MONITORING and RECOVERY SERVICES
CERTIFICATION

Firm 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-42

**DEBRIS MONITORING and RECOVERY SERVICES
INDEMNIFICATION**

The Firm 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 Firm, 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 Firm, 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 Firm under the Worker’s Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

The Firm's obligation under this paragraph does not extend to Colleton County's or its agents' and/or employees' liability arising out of 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 Representative (Signature)

Date

Authorized Representative/Title (Print or Type)

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



COLLETON COUNTY
SOUTH CAROLINA

RFQ: CC-42

**DEBRIS MONITORING and RECOVERY SERVICES
DEBARMENT**

The firm is certifying that it is 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 is it 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 firm 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)

Firms must acknowledge any issued addenda. Proposals that fail to recognize the firm'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-42
DEBRIS MONITORING and RECOVERY SERVICES
DRUG-FREE WORKPLACE CERTIFICATION

The Drug-free Workplace Act requires this certification, Section 44-107-10 et seq, South Carolina Code of Laws (1976, as amended). The regulations require certification by contractors/vendors before awarding them, stating 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 above describes the workplace as 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 that may be imposed upon employees for drug violations;
- (3) It is a requirement that each employee engaged in the contract's performance 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 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.

Firm 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-42

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 the selection and retention of any subcontractor.

By signing this document, the Firm 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.

Firm Name:

Address:

Authorized Representative Name and Title:

Signature of Authorized Representative:

Authorized Representative's Email Address (print):

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RFQ: CC-42

**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 markup.

<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

The firm may include other positions, with hourly rates, as needed.

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

FIRM NAME: _____

AUTHORIZED REPRESENTATIVE SIGNATURE: _____

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