



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

RFQ: CC-29

FIRST PUSH – DEBRIS REMOVAL and DISPOSAL SERVICES

Due: Wednesday, August 12, 2020 @ 11:00am

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 is 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 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 to be in the best interest of the County to do so.

All documentation associated with this solicitation is located on the Colleton County website at: <http://www.colletoncounty.org/bids-and-proposal-requests>. **Questions regarding this solicitation must be submitted via emailed to Carla Harvey, County Engineer at charvey@colletoncounty.org no later than 11:00am Wednesday, August 5, 2020.** Answers to all questions will be posted on the Colleton County website as addendums 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 be dependent upon disaster location and could cover the entire County.

1. The contractor shall be responsible for crew and equipment necessary to complete.
2. The contractor shall be responsible for all material procurement.
3. The project shall be initiated within twelve (12) hours of the Notice to Proceed given by the County.
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 final project approval from the owner.
5. Joint venture partnership with other contractors as sub-contracts is acceptable under the prime.
6. All cost proposal rates are to include mobilization, equipment, operator, overhead, profit, etc.
7. There is no guaranteed minimum or maximum work specified.
8. The Prime Contractor must have at 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. Available equipment by subcontractors should also be listed. A combination between Prime and Subs is allowable to 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 provide assistance 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 the following information at a minimum.

- Information describing company's technical and construction capabilities
- Training and experience (list all certifications)
- Equipment resources (company versus sub-contractor owned)
- List of sub-contractors
- 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

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 short list of contractors will then be ranked by the selection committee at the conclusion of the presentation interviews. The final ranking of contractors 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 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, and as such, give the right of 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). Proposals will be based on the highest scoring contractor as outlined in the attached scoring sheet, with final approval by 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 and cost control & litigation history
- Respondent's knowledge of Federal Emergency Management Agency (FEMA) regulations and procedures
- Equipment List
- Location

- Each contractor must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated 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:

20%	Specialized experience or technical expertise of the contractor/subcontractor in connection with the service to be provided and on similar projects
20%	Past record of performance on work of similar nature
20%	Knowledge of FEMA regulations and procedures
15%	Availability of necessary equipment
15%	Location of the contractor relative to Colleton County
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 firm, 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 or more contractors, that in its judgement, 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 time services of the contractor are necessary.

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

E. INSTRUCTIONS TO CONTRACTOR

1. Submittal must **include one (1) original RFQ response clearly 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 mailing package. Colleton County assumes no responsibility for unmarked or improperly marked envelopes.
3. It is the contractor's sole responsibility to ensure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. The contractor 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 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 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 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: Any 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, 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 Instructions to Contractor, 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 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 are in strict compliance 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 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 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 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 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 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 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 in connection with this request for proposals or otherwise.
13. 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 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 request of proposals shall be just cause for rejection. 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 bid 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 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 shall actively cooperate in all matters of 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 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:

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 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 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 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 FIRM. Failure to comply with this section may result in your request for proposal to be 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 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:** 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 costs of said litigation.
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 in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination because 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 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 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: 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, 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 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: Bid, Payment and Performance Bonds are required for this BID.

15. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County according to this contract shall belong exclusively to the County.

16. INSURANCE: Colleton County will require the following remain in force at all times through 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 each 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



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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



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**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 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 Contractor, 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 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 obligation of the Contractor 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)

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**FIRST PUSH – DEBRIS REMOVAL AND DISPOSAL 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, contractor 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 outlined 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-owner/* _____ *Disadvantaged*) *If yes, please submit a copy of your certificate with your response.*

▶ **No** _____

Authorized Signature

Date

Authorized Representative/Title (Print)

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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. _____

Authorized Representative/Signature

Date

Authorized Representative/Title (Print)

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FIRST PUSH – DEBRIS REMOVAL AND DISPOSAL SERVICES
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 which fail to acknowledge the contractor'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.

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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 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 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 statue 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:

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.

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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 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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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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COLLETON COUNTY
SOUTH CAROLINA

RFQ: CC-29

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: _____

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



RFQ: CC-29

**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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