# FLORENCE COUNTY SOUTH CAROLINA



# **Request for Proposal**

# For

# STAND-BY DEBRIS MONITORING AND RECOVERY PLANNING SERVICES

RFP # 12-15/16

Submission Deadline: Tuesday, October 20, 2015 @ 3:00 p.m.

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Florence County, South Carolina is requesting proposals from qualified firms to provide Standby Debris Monitoring and Recovery Planning Services in the event of a natural disaster.

PROPOSAL SUBMITTALS must be received no later than 3:00 p.m. EST on <u>Tuesday</u>, <u>October 20, 2015</u> to the address below in a sealed envelope. A proposal response listing of all respondents will be sent to each offeror. All submittals shall contain five (5) copies of the information requested. Submittals received after the deadline will not be opened. Facsimile or e-mail submittals will not be accepted. All submittals should be sent to:

#### MAIL TO:

Florence County Procurement Attn: Patrick D. Fletcher 180 N. Irby Street, MSC-R Florence, South Carolina 29501

#### **HAND-CARRIED TO:**

Florence County Procurement Attn: Patrick D. Fletcher 180 N. Irby Street, Room B-5 Florence, South Carolina 29501

Offerors mailing proposals should allow sufficient mailing time to ensure timely receipt. The County is not responsible for proposals delayed by mail and/or delivery services of any nature. Proposals received after the set time for closing will be returned unopened.

Proposals must be made in the official name of the firm or the individual under which business is conducted (showing the official business address). Proposals must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposals. Proposals must be valid for a minimum of one hundred twenty (120) days.

Upon receipt by the County, the proposal shall become the property of the County, without compensation to the offeror, for disposition or usage by the County at its discretion. The County shall have the sole discretion in evaluating both the proposals and the qualifications of the offerors. The County reserves the right to reject any and all proposals and is not bound to accept any proposals if the proposals acceptance is contrary to the best interest of the County. The particulars of any proposals will remain confidential until a contract is signed with the successful offeror(s).

Florence County reserves the right to engage in discussions with any or all responsible responders who submit proposals for the purpose of clarification to assure full understanding of and responsiveness to this request.

Minority Business Owners (minority or woman owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the County that minority business and women owned business enterprises (MBE/WBE) have an opportunity to participate at all levels of contracting in the performance of County contracts to the extent practical and consistent with the efficient performance of the contract.

The successful firm must ensure that all subcontractors, agents, personnel assigned by or employees of prime firm and subcontractors are not discriminated against because of their race, color, religion, sex or national origin. Offerors must make positive efforts to provide equal employment opportunity for minority and women owned businesses.

This request for proposals does not commit Florence County to award a contract, to pay any cost incurred in the preparation of proposals. Florence County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any or all qualified offerors, or to cancel in part or in its entirety this solicitation, if it is in the best interest of the County to do so.

#### **DIVESTMENT ACT- CERTIFICATION (JAN 2015)**

- a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <a href="http://procurement.sc.gov/PS/PS-iran-divestment.phtm">http://procurement.sc.gov/PS/PS-iran-divestment.phtm</a> Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.
- b) By signing your Offer, you certify that, as of the date you sign, you are not on the thencurrent version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]

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#### 1. PURPOSE AND GENERAL INFORMATION

Florence County, South Carolina is requesting proposals from qualified firms to provide Stand-by Debris Monitoring and Recovery Planning Services in the event of a natural disaster. Florence County is seeking to enter into a contractual agreement with a firm to provide the services contained within this RFP.

Florence County is located in the Northeastern coastal region of South Carolina. The population of the unincorporated areas of Florence County, South Carolina is approximately 100,000 permanent residents. The unincorporated area of Florence County consists of approximately 800 square miles.

While cost may be one of a number of considerations used in selecting a firm for the project, the qualifications and competence of the firm will be the paramount considerations in the selection process.

#### 2. SCOPE

#### A. DISASTER DEBRIS MONITORING SERVICES

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

- a. Coordinating daily briefings, work progress, staffing, and other key items with the Florence County designated representative.
- b. Selection and permitting of Temporary Storm Debris Management Site locations and any other permitting/regulatory issues as requested.
- c. Scheduling work for all team members and contractors on a daily basis.
- d. Hiring, scheduling, and managing field staff.
- e. Monitoring recovery contractor operations, and making/implementing recommendations to improve efficiency and speed up recovery work.
- f. Assisting Florence County with responding to public concerns and comments.
- g. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring and FEMA Guidelines acceptable.

- h. Entering load tickets into a database application.
- i. Digitization of source documentation (such as load tickets).
- j. Developing daily operational reports to keep Florence County informed of work progress.
- k. Development of maps, GIS applications, etc. as requested.
- I. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to Florence County for processing.
- m. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA and any other applicable agency for disaster recovery efforts by Florence County staff and designated debris removal contractors.
- n. Final report and appeal preparation and assistance.

#### **B. EMERGENCY MANAGEMENT PLANNING AND TRAINING**

As directed by the Florence County Administrator or his designee, the Consultant shall provide:

- a. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
- b. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- c. Annual review of a debris management plan and debris removal contract for FEMA compliance including identification of an adequate number of TSDMS locations. Coordinating and conducting Florence County Staff training as necessary.
- d. Procurement assistance for debris removal contractors and other services as requested.
- e. Project management to include the formulation and management of permanent work projects, and task force management.
- f. Technical support and assistance in developing public information.
- g. Other training and assistance as requested by Florence County.
- h. Other reports and data as required by Florence County.

i. Other emergency management and consulting services identified and required by Florence County.

#### C. PUBLIC ASSISTANCE CONSULTING SERVICES

As directed by the Florence County Administrator or his designee, the consultant shall provide:

- a. Identification of eligible emergency and permanent work (Category A-G);
- b. Damage Assessment
- c. Assistance in attaining Immediate Needs Funding;
- d. Prioritization of recovery workload;
- e. Loss measurement and categorization;
- f. Insurance evaluation, documentation adjusting and settlement services;
- g. Project Worksheet generation and review.
- h. FEMA and other agency reimbursement support;
- i. Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- j. Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- k. Appeal services and negotiations;
- Reconstruction and long-term infrastructure planning; and
- m. Final review of all emergency and permanent work performed.

#### **END OF SCOPE**

#### 3. TIMETABLE

All questions pertaining to this RFP must be submitted in writing by e-mailing <a href="mailto:pfletcher@florenceco.org">pfletcher@florenceco.org</a> no later than 5:00 p.m. (EST) on Friday, October 9, 2015. Only written questions will be considered formal.

#### 4. SUBMISSION REQUIREMENTS

The Contractor's proposal shall be tabbed to identify the required information. Failure to submit this information may render your proposal non-responsive.

#### A. Introduction: Company Information and Executive Summary

Each respondent shall provide the following company information:

- 1. A one-page cover letter to include the firm's name and business address, including telephone and fax number, email address, website address.
- 2. The type of firm (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.
- 3. Year established. Include former firm name(s) and year(s) established, if applicable.
- 4. The name, title, address and telephone number of the firm's authorized negotiator for this project. The person identified must be empowered to make binding commitments for the firm and its subcontractors.
- 5. A copy of the most recently audited financial statement.
- 6. A general discussion of the proposing firm's technical approach to the project to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and Florence County.
- 7. Provide a copy of proposer's internal training program. Provide under separate cover the proposer's training manual.

The purpose of the Introduction is to provide information about the proposing firm, as well as the firm's approach to the project. Specifically, the executive summary should be written in non-technical language that can be clearly understood by non-technical Florence County officials. The section should be concise and should present only information that is relevant to this project.

#### B. Qualifications of the Firm

- a) Provide a description and history of the firm focusing on previous governmental experience.
  - 1. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
  - Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
  - Recent experience managing coastal disaster recovery operations including, but not limited to: Right-of-Entry debris removal, and C&D debris separation and removal.

b) Provide at least five (5) references for which the firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Services. Two of the references shall be from government entities for hurricane debris monitoring experience involving a minimum of 1,000,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract, and amount of contract.

#### C. Qualifications of Staff:

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

- a) Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing hurricane debris monitoring for at least five government entities involving a minimum of 1,000,000 cubic yards of debris for each client.
- b) Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- c) Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, FEMA appeals processing, hauler invoice reconciliation and contracting.

#### D. Other Requirements

- 1. Provide a time line detailing the pre-event planning (based on hours/days after contract award.
- 2. Information concerning any current violations and any ongoing litigation, which may cause conflicts or affect the ability of the proposer to provide services.
- 3. Responsibility for Proposal Costs: The Contractor shall be responsible for all costs incurred in the preparation and submission of their proposal.
- 4. Any Exceptions/deviations to specifications shall be included on a separate page.

#### 5. LICENSES, PERMITS AND CERTIFICATES

All licenses, permits, and certificates required for and in connection with any and all parts of the work to be performed under the provisions of the Contract Documents shall be secured by the Contractor entirely at his/her own expense.

#### 6. LAWS AND ORDINANCES

The contract will be governed by the Laws of South Carolina. The Contractor shall obtain all necessary licenses and permits and keep necessary records as required.

#### 7. INDEPENDENT CONTRACTOR

The relationship of the Contractor to Florence County shall be that of an independent Contractor.

#### 8. **BINDING**

The Contractor shall be bound by their proposal for a term of ninety (90) calendar days from due date of the proposals. A firm may withdraw a proposal by written request prior to the date and time of the proposal opening.

#### 9. ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Florence County, nor shall he/she assign, by power of attorney or otherwise, any of the money payable under the Contract unless written consent of the Florence County has been obtained.

If the Contractor is proposing any subcontracted work in this project, the subcontractor and the activity in this project are to be identified in the proposal. All subcontractors must be approved by Florence County and must conform to the same standards and specifications applicable to the contracting firm.

The Contractor shall be fully responsible and accountable to Florence County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.

#### 10. SUBMISSION OF PROPOSALS

A. Please submit one (1) original, four (4) copies of the proposal. All proposals shall be sealed and marked "RFP No. 12-15/16, Stand-by Debris Monitoring and Recovery Planning Services" marked outside of the envelope. Sealed proposals will be received no later than 2:00 PM EST, on October 20, 2015, at the Florence County Procurement Office, Florence City-County Complex, 180 N. Irby Street, MSC-R,

Florence, SC 29501. Each bidder is responsible for determining that all addenda issued by Florence County have been received before submitting a proposal.

- B. Proposals will not be accepted via fax machine or internet e-mail.
- C. Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the firm for ensuring that the Procurement Department personnel receive their proposal before the deadline indicated above. There is nothing in this RFP that precludes Florence County from requesting additional information at any time during the procurement process from any firm.
- E. Nothing herein is intended to exclude any responsibilities or in any way restrain or restrict competition. On the contrary, all responsible firms/individuals are encouraged to submit proposals. Florence County reserves the right to waive any formalities, to reject any and/or all proposals, and to accept any proposal which in its opinion may be in the best interest of Florence County.
  - F. Any proposal submitted MUST include the proposer's bid certification form contained within which has been signed by an individual authorized to bind the offer. All proposals submitted without such signature may be deemed non-responsive.
  - G. RFP Process: Firms are to submit written proposals, which present the firm's qualifications and understanding of the Work to be performed. The firm's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its proposal and qualifications for the project. Emphasis should be placed on completeness of services offered and clarity of content. The written responses should be limited to fifty (50) pages.
  - H. Propriety Information: Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to the public disclosure under the Freedom of Information Act. However, the bidder, offeror, or contractor must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data on other materials to be protected and state the reasons why protection is necessary.
  - I. Minority Bidders: Florence County encourages all businesses, including minority, women owned businesses to respond to all RFP's.
  - J. Incurring Cost: Florence County is not liable for any cost incurred prior to the execution of the contract.
  - K. Termination: Florence County may terminate the contract with cause upon a fifteen (15) day written notice.

#### 11. **DISQUALIFICATIONS**

Florence County reserves the right to disqualify any firm upon convincing evidence of collusion with intent to defraud or to commit any other illegal practices on the part of the firm. Failure to comply with applicable state laws concerning insurance or bonding may also be grounds for disqualification. Florence County reserves the right to reject any and/or all proposals.

#### 12. **INQUIRIES:** Questions concerning this RFP should be directed to:

Procurement Director Florence City-County Complex 180 N. Irby Street MSC-R Florence, SC 29501 Phone (843) 665-3018 Fax (843) 664-9668

E-mail: @florenceco.org

All questions pertaining to this RFP must be submitted in writing by e-mailing <a href="mailto:pfletcher@florenceco.org">pfletcher@florenceco.org</a> no later than 5:00 p.m. (EST) on Friday, October 9, 2015. Only written questions will be considered formal.

#### 13. **INSURANCE**:

The Contractor to whom this contract is awarded shall secure and maintain during the duration of the Contract, at his/her sole expense, the following types and limits of insurance described below:

- a. <u>Workers' Compensation</u> The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of Florence County and its agents, employees and officials.
- b. <u>Commercial General Liability</u> The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
- c. <u>Business Automobile Liability</u> The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

d. <u>Professional Liability (Errors & Omissions)</u> - The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be as least twice the required per claim limit.

Insurance policies, except Workers' Compensation, shall be endorsed (1) to show Florence County as an additional insured, as their interests may appear pursuant to South Carolina Law.

#### 14. HOLD HARMLESS

The successful proposer shall agree to defend, indemnify and hold harmless Florence County from all loss, liability, claims, actions damages, or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor; any suits brought against Florence County for or on account of the use of patented appliances, products, or processes, or the infringement of any patent, trademark, copyright, or alleged negligence on the part of the Contractor.

#### 15. **TAXES**

State Tax: Florence County is liable for 8% South Carolina sales and use taxes. Include all taxes in your cost proposal.

#### 16. PAYMENT SCHEDULE

Florence County will be invoiced within 30 days after delivery of services. Five percent (5%) retainage may be held on each invoice until that phase of the contract is reviewed and approved by Florence County staff.

Final payment shall be made in within 30 days after, in the judgment of Florence County representatives that the Contractor has completely delivered all materials or performed all services in accordance with the specifications and the terms of the contract.

#### 17. LIQUIDATED DAMAGES/RETAINAGE

- A. <u>Liquidated damages:</u> Upon contract award, should the Contractor fail to meet the requirements of the contract, a liquidated damage of one thousand dollars per calendar day (\$1000.00/calendar day) will be imposed until delivery is made.
- B. <u>Retainage:</u> A retainage of five percent (5%) may be withheld from each invoice until the successful completion of that phase of the contract is reviewed and approved by Florence County staff.

#### 18. SIGNING PROPOSALS

The contracts for the successful Contractor using the name exactly as it appears in the proposal. Therefore, it is absolutely necessary that the proposer sign the proposal using the **correct and complete legal name**.

#### 19. AWARD OF CONTRACT

The award will be made to the Contractor who submits the proposal that is in the **best interest** of Florence County. Such evaluations will include the relevant experience of the Contractor, the capability of the Contractor, the cost of the fees and other factors deemed by the Florence County to be in the best interest of the county.

Florence County reserves the right to reject any or all proposals at its sole discretion or to waive any specific irregularities or formalities in order to accept a proposal deemed to be in the best interest of the county.

Florence County reserves the right, and the Procurement Department has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by Florence County.

Florence County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

Florence County shall have a period of ninety (90) days after the opening of the proposals in which to award the contract.

#### 20. CONTRACT TERM

It is the intent of Florence County to enter into a two (2) year contract with the option to extend the contract for three (3) additional one-year periods upon mutual agreement of both parties.

The consultant awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. Florence County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to Florence County, or its designees, for purposes of inspection, reproduction and audit without restriction.

#### 21. **SELECTION PROCESS**

The selection process will be based on the responses to this Request for Proposal and any proposal review sessions. A committee comprised of Florence County personnel will evaluate each proposer's response determined by meeting certain criteria.

The following weighted criteria may be utilized to select the contractor awarded this contract.

Criteria	Percentage
A. Firm Qualifications	35 Points
B. Qualifications on Similar Projects	25 Points
C. Key Staff Project Understanding and Approach/Qualifications	20 Points
D. Project Management Concept/Reporting Systems/Training Manual	10 Points
E. Cost Proposal	10 Points

TOTAL POINTS 100 Points

#### **PROPOSER'S BID FORM**

### \*\*(Next Four (4) Pages Must Be Returned with RFP Response)\*\*

	<u>POSITIONS</u>	<b>HOURLY RATES</b>
	Project Manager Operations Managers	\$ \$
	Scheduler/Expeditors	\$
	GIS Analyst	\$
	Field Supervisors	\$
	Debris Site/Tower Monitors	\$
	Environmental Specialist	\$
	Project Inspectors (Citizen Drop-Off Site Monitors)	\$
	Field Coordinators (Crew Monitors)	\$
	Load Ticket Data Entry Clerks (QA/QC)	\$
	Billing/Invoice Analysts	\$
	Project Coordinators	\$
A.	Annual Review Storm Debris Removal Contract for any amendments needed to meet new FEMA Guidelines.	\$
		Ψ
B.	Annual update Storm Debris Management Plan	\$
C.	Other Required Positions (please specify)	\$

#### **REIMBURSABLE COSTS**

- List all cost to be reimbursable to bidder by Florence County
- All reimbursable expenses must be approved by Florence County

Proposer is encouraged to include other positions, with hourly rates that may help to meet FEMA guidelines and attach job description for each position.

#### **NON-COLLUSION AFFIDAVIT**

	e of South Carolina ence County	Proposal Requ	iest No
, being first duly sworn, deposes and says that:			
l.	He/She is thesubmitted the attached pre		, the proposer that has
2.	•	especting the preparation and co s respecting such proposal;	ontents of the attached proposal and of
3.	Such proposal is genuine	and is not a collusive or sham p	roposal;
4.	employees or parties in connived or agreed, dire collusive or sham propose been submitted or to refine manner, directly or indire with any other proposers, or to fix a of any other proposer	interest, including this affiant, ctly or indirectly, with any other all in connection with the contraction from proposing in connectly sought by agreement or contractly sought by agreement or cost element or to secure through collusions.	tners, owners, agents, representatives, has in any way colluded, conspired, or proposer firm or Person to submit a act for which the attached proposal has ction with such contract, or has in any collusion of communication or conference prices in the attached proposal or of any ment of the proposal price of the proposal n, conspiracy, connivance or unlawful any person interested in the proposed
5.	collusion, conspiracy, con	·	•
		Title	
SUB	SCRIBED AND SWORN TO	D BEFORE ME,	
This	Day of	, 2015	
NOT	ARY PUBLIC		
	My Comm	ission Expires:	

#### PROPOSER'S BID CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Proposal and any other documents accompanying or make a part of this Request for Proposal.

I hereby propose the following hourly rates with a "not to exceed" amount. Hourly rates shall include all applicable overhead and profit. All non-labor related projects costs would be billed to Florence County at cost without mark-up including but not limited to travel, per diem, and lodging provided as the federal published reimbursement rate. I agree that my proposal will remain firm for a period of up to 90 days in order to allow Florence County adequate time to evaluate the proposals.

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

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

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

Federal Tax ID:	_
NAME OF FIRM	
Phone:	_
Fax:	_
Email:	
NAME & TITLE, TYPED OR PRINTED	

MAILING ADDRESS	
CITY, STATE, ZIP CODE	
AUTHORIZED SIGNATUR E	
Subscribed and sworn to before me this	day of, 2015
Notary Public	
	My Commission expires:
	(SEAL)