

**FLORENCE COUNTY  
SOUTH CAROLINA**



**Request for Proposal**

**For**

**STAND-BY DEBRIS MANAGEMENT AND REMOVAL  
SERVICES**

**RFP # 13-15/16**

**Submission Deadline:** Tuesday, October 20, 2015 @ 11:00 a.m.

Request For Proposals For Stand-By Debris Management and Removal Services  
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# Request For Proposals For Stand-By Debris Management and Removal Services

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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.

**PROPOSAL SUBMITTALS** must be received no later than 11:00 a.m. EST on Tuesday, October 20, 2015 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:

**MAILED TO:**

Florence County Procurement  
Attn: Wyneé Lybrand  
180 N. Irby Street, MSC-R  
Florence, South Carolina 29501

**HAND-CARRIED TO:**

Florence County Procurement  
Attn: Wyneé Lybrand  
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

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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.

### **1. PURPOSE, GENERAL INFORMATION & CONCEPT OF OPERATIONS**

Florence County, South Carolina is requesting proposals from qualified firms to provide Stand-by Debris management, Removal and Reduction Services in the event of a natural disaster. Florence County is seeking to enter into a contractual agreement with one or more firm(s) to provide the services contained within this RFP. Florence County reserves the right to activate none, one or all of these standby contracts based on the nature of the disaster event or the responsiveness of respective contractors.

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.

Florence County and those contractors wishing to submit proposals under this RFP will plan and conduct debris removal operation in accordance with guidance contained in the most recent updates of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 44 Code of Federal Regulation and Public Assistance Debris Management Guide handbook (FEMA-325)

Florence County will conduct debris removal operations using a phased concept. Phase I will be the initial and immediate clearing of roads to allow passage of emergency vehicles and restore vital services. This phase will generally be limited to 70 hours and will not include removal of the debris but rather the clearing of the road ways by moving the debris sufficiently to open the roads for vehicular traffic. This procedure is generally referred to as "Cut and Toss". Phase II will begin at the direction of Florence County and will consist of multiple passes to removal Vegetative, Construction and Demolition (C&D), White Goods, Hazardous Household Waste (HHW) and other approved disaster related debris from roads, public property and Right of Ways (ROW) to designated Temporary Debris Storage and Reduction Sites (TDSRS). At the TDSRS sites the Contractor will reduce the debris by grinding, incineration or other methods as directed by Florence County. The reduced debris will then be moved from the TDSRS to an approved landfill for final disposal as directed by

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Florence County. Prior to termination of Phase II the CONTRACTOR will return the TDSRS site(s) to their original condition.

### 2. **Scope**

#### A. Phase I. Emergency Clearing of Roads

1. When a major disaster occurs or is imminent, the Florence County Administrator or designee will initially send out an Alert to the CONTRACTOR. This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and FLORENCE COUNTY. In the event that FLORENCE COUNTY determines that Phase I operations are needed from the CONTRACTOR an Initial Task Order for Phase I operations will be issued by FLORENCE COUNTY. Such a Task Order will authorize the CONTRACTOR to send an Operations Manager to the Florence County Emergency Operations Center within 12 hours of receiving such Task Order to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. This Initial Task Order will also direct the CONTRACTOR to execute the required Performance and Payment Bond.
2. FLORENCE COUNTY will, following the Initial Task Order, issue the CONTRACTOR a Notice to Proceed which will require the start of emergency clearance operations within 24 hours.
3. The CONTRACTOR shall furnish all labor, materials, equipment, and incidentals necessary to clear debris on emergency access roads by cutting vegetative debris and tossing or pushing it from the road onto the right of way to clear access lanes for emergency vehicles. This phase will be undertaken to eliminate an immediate threat to lives and public health and safety. No collection or hauling of debris is authorized during this phase.
4. FLORENCE COUNTY reserves the right to conduct Phase I operations using its internal assets if the county determines such actions to be in the best interest of FLORENCE COUNTY.
5. FLORENCE COUNTY also reserves the right to determine that Phase I operations are not necessary, for any reason, and may elected to move directly into Phase II of the disaster recovery.
6. FLORENCE COUNTY will, in coordination with the CONTRACTORS Operation Manager, designate the priority for routes to be cleared. Phase I operations will be closely monitored by FLORENCE COUNTY and should be completed within 70 hours or sooner after the beginning of such operations.
7. Specific items of work to be completed in this Phase include, but are not limited to the following.

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### Item 1 – Initial Emergency Debris Clearance Activities

- A. Measurement: The quantity, which will be paid under this item, shall be based upon total hours each piece of equipment and category of labor are employed to perform work under these tasks at the hourly prices shown on the Proposal Form. Hours will be recorded on a daily log sheet and provided to FLORENCE COUNTY.
- B. Payment: The hourly rate proposal for this item will be full compensation to include, but not be limited to, mobilization, equipment operator, fuel and maintenance. Should hourly rates be used to pay for certain equipment then preventative maintenance not in excess of fifteen (15) minutes in a normal workday will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes will be considered unacceptable work and nonpayment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.

### B. Phase II. Debris Removal and Reduction

1. Once FLORENCE COUNTY determines that Phase I (Emergency Clearance) have been completed transition to Phase II (Debris Removal) will begin. This transition will be coordinated with the CONTRACTOR'S Operations Manager if the CONTRACTOR is on site conducting Phase I operations. If the CONTRACTOR did not conduct Phase I operations then FLORENCE COUNTY will send an Alert to the CONTRACTOR that Phase II operations are imminent. This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and FLORENCE COUNTY. Subsequently, FLORENCE COUNTY will issue the Initial Task Order for the start of Phase II operations which will authorize the CONTRACTOR to send an Operations Manager to the Florence County Emergency Operations Center within 24 hours of receiving such Task Order to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. This Initial Task Order will also direct the CONTRACTOR to execute the required Performance and Payment Bond.
2. FLORENCE COUNTY will, following the Initial Task Order, issue the CONTRACTOR a Notice to Proceed which will require the start of debris removal operations within 48 hours.
3. The CONTRACTOR shall furnish all labor, materials, equipment, and incidentals necessary:
  - To segregate, collect and load storm generated debris from the public property, right of ways and other designated areas within FLORENCE COUNTY. Storm

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related debris includes but is not limited to trees, uprooted stumps, broken or partially broken limbs of trees, masonry, construction and demolition (C&D), furniture, white goods, yard debris, wood and metal items.

- To haul multiple, segregated loads of debris to FLORENCE COUNTY designated Temporary Debris Storage and Reduction Site(s) or an authorized landfill/disposal facility.
  - To unload debris at the Temporary Debris Storage and Reduction Site or authorized landfill.
  - To perform debris volume reduction by air curtain incineration and/or mechanical grinding of disaster-generated debris as directed by FLORENCE COUNTY.
  - To load and haul the reduced debris to an authorized landfill.
  - To manage the operations of a Temporary Debris Storage and Reduction Site including initial site setup/preparation and final site closeout/restoration and clearing, hauling, fill placement, constructing/deconstructing processing pads and inspection towers, lime rock or crushed concrete access roads, sodding, and any other similar activities necessary to make the site usable for its intended purposes and to return the site to its original condition or a condition acceptable to FLORENCE COUNTY.
4. Specific items of work to be completed in Phase II and the measurement method to ensure successful completion include, but are not limited to, the following.

### Item 2 - Public property and Right-of-Way pickup of segregated storm related debris and hauling to a designated Temporary Debris Storage and Reduction Site or Landfill

- A. Measurement: The quantity to be paid under this item shall be based on the cubic yards measured on the inbound truck at a FLORENCE COUNTY designated Temporary Debris Storage and Reduction Site or at a FLORENCE COUNTY designated landfill within Florence County as estimated by the FLORENCE COUNTY'S representative and agreed to by the CONTRACTOR'S representative.
- B. Payment: The unit price proposal for this item will be full compensation for gathering and loading of debris at the loading site, hauling of the debris to, and dumping of debris at, a FLORENCE COUNTY designated Temporary Debris Storage and Reduction Site or a FLORENCE COUNTY authorized landfill within FLORENCE COUNTY as described herein. Mixed loads of debris will not be picked up and transported; rather debris will be segregated at the collection site and then transported to the Temporary Debris Storage and Reduction Site. No payment will be made for this item unless the recorded load ticket is completed and approved by FLORENCE COUNTY'S representative and clearly indicates the debris management site to which the material was delivered and where the material was picked up.

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### Item 3 – Hazardous Stump Removal

- A. Measurement: The quantity which will be paid under this item shall be based on the schedule of stump diameters delivered to the FLORENCE COUNTY designated Temporary Debris Storage and Reduction Site and measured at a point twenty-four (24) inches above the bottom of the root ball made by FLORENCE COUNTY'S representative and agreed to by the CONTRACTOR'S representative prior to the stumps removal.
- B. Payment: The unit price proposal for this item will be full compensation for the removal of hazardous stumps; loading and hauling stumps to a FLORENCE COUNTY designated Temporary Debris Storage and Reduction Site, and dumping of stumps at the Site as described herein. No payment will be made for this item unless the recorded load ticket is completed and approved by FLORENCE COUNTY'S representative and clearly identifies the number of stumps for each range of diameter.

### Item 4 - Temporary Debris Storage and Reduction Site operation, debris acceptance, pile management, and materials loading for transport

- A. Measurement: The quantity to be paid under this item shall be based on the cubic yards measured on the inbound truck at a FLORENCE COUNTY designated Temporary Debris Management Site within FLORENCE COUNTY as estimated by FLORENCE COUNTY'S representative and agreed to by the CONTRACTOR'S representative.
- B. Payment: The unit price proposal for this item will be full compensation to include, but not be limited to mobilization, furnishing of all necessary materials, labor, tools and equipment necessary for acceptance of inbound material, initial stockpiling of inbound material, general stockpile management, site monitoring, litter control, site maintenance grading, removal and segregation of inadvertently delivered hazardous materials, traffic control, dust control, erosion control, ash containment, fire protection, permits, safety features, pile segregation and management, and the loading of debris and debris reduction by-products for hauling to FLORENCE COUNTY designated final disposal locations, and other general site management activities, as described herein. No payment will be made for this item unless the recorded load ticket is completed and approved by FLORENCE COUNTY'S representative and clearly indicates the debris management site to which the material was delivered and where the material was picked up.

### Item 5 - Processing of debris through grinding and/or chipping

- A. Measurement: The quantity to be paid under this item shall be based on the inbound, truck measured cubic yard as estimated by FLORENCE COUNTY'S representative and agreed to by the CONTRACTOR'S representative and

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recorded on the load tickets as debris is first delivered to the Temporary Debris Management Site.

- B. Payment: The unit price proposal for this item will be full compensation for, but not be limited to, the movement of burnable or vegetative debris from its original temporary storage pile location to a location within reach of the grapple utilized to feed debris into the tub grinder, grinder operation for volume reduction, and movement of the debris reduction by-products (mulch or chips) to its temporary storage pile location prior to being loaded for transport to its final disposal location as designated by FLORENCE COUNTY. Volume must be reduced by 75%. No payment will be made for this item unless the recorded load ticket is completed and approved by FLORENCE COUNTY'S representative and clearly indicates the debris management stockpile where the material was picked up (material to be chipped stockpile) and where the reduce material was transported.

### Item 6 - Volume reduction through air curtain incineration

- A. Measurement: The quantity to be paid under this item shall be based on the inbound, truck measured cubic yard as estimated by FLORENCE COUNTY'S representative and agreed to by the CONTRACTOR'S representative and recorded on the load tickets as debris is first delivered to the Temporary Debris Management Site.
- B. Payment: The unit price proposal for this item will be full compensation for, but not be limited to, the movement of (burnable or vegetative) debris from its original temporary storage pile location to a location within reach of the grapple utilized to feed debris into the air curtain incinerator, air curtain incinerator operation for volume reduction (90% reduction required), and movement of the debris reduction by-product (ash) to its temporary storage pile location prior to being loaded for transport to its final disposal location as identified by FLORENCE COUNTY. No payment will be made for this item unless the recorded load ticket is completed and approved by FLORENCE COUNTY'S representative and clearly indicates the debris management stockpile (material to be burned stockpile) to which the material was delivered and where the material was picked up.

### Item 7 - White Goods

- A. Measurement: The quantity which will be paid for under this item is the per unit price for each appliance, such as not limited to refrigerators, freezers, stoves, washing machines, dryers, dish washers, water heaters, air conditioners, etc. counted on the inbound truck at a FLORENCE COUNTY designated TDRS or landfill by the FLORENCE COUNTY representative and agreed to by the CONTRACTOR'S representative and recorded on a load ticket.

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- B. Payment: The unit price for this item will be full compensation for pickup and hauling of debris from a designate debris work zone to a FLORENCE COUNTY designated TDSRS, segregation of white goods from other debris, removal and recovery of Freon from such items as refrigerators, freezers and air conditioners, and final loading, transportation and dumping of white goods at a FLORENCE COUNTY designated landfill. No payment will be made for this item unless the recorded load ticket is completed and approved by FLORENCE COUNTY'S representative and clearly indicates the debris management site the material originated and the landfill the material was delivered and where the material was picked up or if it is determined that Freon was not recover and disposed of in accordance with federal and state rules and regulations.

### Item 8 – Hauling of material from TDSRS to an authorized landfill.

- A. Measurement: The quantity which will be paid for under this item is based on the cubic yard measured on the inbound truck at a FLORENCE COUNTY designated landfill within FLORENCE COUNTY as estimated by the FLORENCE COUNTY'S representative and agreed to by the CONTRACTOR'S representative and recorded on a load ticket.
- B. Payment: The unit price proposal per cubic yard for this item will be full compensation for loading and hauling of debris and debris reduction by-products (mulch/chips and ash) from a FLORENCE COUNTY designated Temporary Debris Management Site and dumping of debris and debris reduction by-products at a FLORENCE COUNTY designated landfill within FLORENCE COUNTY as described herein. No payment will be made for this item unless the recorded load ticket is completed and approved by FLORENCE COUNTY'S representative and clearly indicates the debris management site the material originated and the landfill the material was delivered and where the material was picked up.

### Item 9 – Fill Dirt

- A. Measurement: The quantity which will be paid under this item shall be based on cubic yards of fill dirt measured either at 1) the site of fill dirt purchase or acquisition as noted on the invoice or load ticket generated when the fill dirt is purchased or acquired; or, 2) on the truck by FLORENCE COUNTY'S representative and agreed to by the CONTRACTOR'S representative prior to the first site of dumping and placement.
- B. Payment: The unit price proposal for this item will be full compensation to include the purchase or acquisition; loading, hauling, dumping, placement and shaping of clean native fill dirt in all ruts, stump holes and other areas as directed by FLORENCE COUNTY representative as described herein. No payment will be made for this item unless the recorded load ticket is completed

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and approved by FLORENCE COUNTY'S representative and clearly and identifies the cubic yards of fill dirt placed.

### Item 10 – Debris Management Site Set-up and Closure

- A. Measurement: The quantity, which will be paid under this item, shall be based upon total hours each piece of equipment and category of labor are employed to perform work under these tasks at the hourly prices shown on the Proposal Form. Hours will be recorded on a daily log sheet and provided to FLORENCE COUNTY.
- B. Payment: The unit price proposal for this item will be full compensation to include, but not be limited to, mobilization, installation, demobilization, removal or restoration (including hydro-seeding) of ingress/egress points, interior haul roads and dump pads, inspection tower, installation of groundwater sampling wells, household hazardous waste containment area, sanitary and comfort stations, air curtain incineration pits, temporary storage facilities for ash and mulch, office trailers, fueling stations, and temporary light plant locations to return the site to its original condition (or a condition agreed to by FLORENCE COUNTY) as described herein. Should hourly rates be used to pay for certain equipment then preventative maintenance not in excess of fifteen (15) minutes in a normal workday will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes will be considered unacceptable work and nonpayment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.

### Item 11—Hazardous Trees

- A. Measurement: The quantity which will be paid for under this item is the per unit price for each Hazardous tree cut down, loaded and hauled to a designated TDRS or landfill as counted at the removal site by a FLORENCE COUNTY representative and agreed to by the CONTRACTOR'S representative and recorded on a load ticket. Trees will be evaluated by FLORENCE COUNTY prior to cutting and will be measured 3 ft above the ground to determine the tree diameter.
- B. Payment: The unit price for this item will be full compensation for cutting, pickup and hauling of debris from a designate debris work zone to a FLORENCE COUNTY designated TDSRS or landfill. No payment will be made for this item if the tree is cut prior to approval by a FLORENCE COUNTY representative and unless the recorded load ticket is completed and approved by FLORENCE COUNTY'S representative and clearly indicates the debris

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management site form which the tree originated and the TDSRS or landfill the material was delivered to.

### Item 12—Hazardous Tree Limbs (Hangers)

- A. Measurement: The quantity which will be paid for under this item is the per unit price for each Hanger cut down, loaded and hauled to a designated TDRS or landfill as counted at the removal site by a FLORENCE COUNTY representative and agreed to by the CONTRACTOR'S representative and recorded on a load ticket. Hangers will be evaluated by FLORENCE COUNTY prior to cutting and will be considered as Hangers if they are of 2 inches or greater diameter and are hanging/damaged but still remaining in the tree(s) above the Right-of-Way (ROW).
- B. Payment: The unit price for this item will be full compensation for cutting, pickup and hauling of debris from a designate debris work zone to a FLORENCE COUNTY designated TDSRS or landfill. No payment will be made for this item if the Hanger is cut prior to approval by a FLORENCE COUNTY representative and unless the recorded load ticket is completed and approved by FLORENCE COUNTY'S representative and clearly indicates the debris management work zone form which the Hanger(s) originated and the TDSRS or landfill to which the material was delivered.

### **C. General Guidelines for Scope of Work**

1. The CONTRACTOR shall assign and provide an Operations Manager (OM) to the FLORENCE COUNTY Emergency Operations Center to serve as the principal liaison between FLORENCE COUNTY and the CONTRACTOR'S forces. The assigned OM must be knowledgeable of all facets of the CONTRACTOR'S operations and have authority in writing to commit the CONTRACTOR. The OM shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangements for on-site accommodations. This linkage shall provide immediate contact via cell phone, fax, and have Internet capabilities. The OM will participate in daily meeting and disaster exercises, functioning as a source to provide essential element information. The OM will report to FLORENCE COUNTY. This position will not require constant presence; rather the OM will be required to be physically capable of responding to FLORENCE COUNTY within one-hour of notification.
2. The CONTRACTOR will make the OM available to FLORENCE COUNTY for two (2) days every year for debris training of FLORENCE COUNTY staff and participation in debris management exercises.
3. Roadside collection of storm debris is expected to be completed within 45 calendar days. Maximum allowable time for completion of Phase II to (include closeout and remediation of Temporary Debris Storage and Reduction Sites) is 180 calendar days unless FLORENCE COUNTY initiates additional time, in writing, to the contract.

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4. FLORENCE COUNTY'S general concept of debris removal operations includes multiple scheduled passes of each site, location, or right-of-way. It is the intent of this Contract to permit and encourage all property owners to bring storm-related debris to the right-of-way following the passes. This will allow residents to return to their properties and bring debris to the right-of-way as recovery progresses. At least three (3) passes of each site will be required (at the discretion of FLORENCE COUNTY). Primary roads will be the initial focus of the first pass. The second and third passes will generally follow the same route as the first pass. The first and subsequent passes of each site are to be completed within a time limit established by FLORENCE COUNTY. The CONTRACTOR shall leave a minimum of one weekend between each pass.
5. The CONTRACTOR shall not move from one designated Debris Management Zone to another area without prior approval from FLORENCE COUNTY.
6. A "designated debris management zone" will generally be a well-defined section of FLORENCE COUNTY with identifiable geographic features such as roads, streets, water bodies, etc., forming its boundaries. All areas of public right-of-way, paved and unpaved, and all public property within the boundaries of a site will be considered to be part of the site for purposes of debris removal. Roads or streets that form some portion of the boundary between two adjacent sites will be assigned to one site or the other for performances purposes.
7. Trucks or equipment that are designated for use under this contract shall not be used for any other work during working hours. The CONTRACTOR shall not solicit nor accept work from private citizens to be performed in the designated Debris Management Zone during the period of this contract. Under no circumstance will the CONTRACTOR mix debris being hauled for others with debris hauled under this contract.
8. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.
9. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the personnel and equipment employed by for working for the CONTRACTOR are the responsibility of the CONTRACTOR.
10. FLORENCE COUNTY reserves the right to sell White Goods, scrape metals or other recyclable products collected by the CONTRACTOR as well as any Mulch, Chips, or other items of value which may be byproducts of the debris reduction process.
11. Curbside segregation of debris and disaster-generated or related wastes will be an element of FLORENCE COUNTY'S disaster recovery program. The debris removal and disposal CONTRACTOR will be required to aid in the segregation and waste stream management processes. Any Household Hazardous Waste (HHW)

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encountered by the debris removal CONTRACTOR is to be set aside. HHW disposal will be the responsibility of the resident. FLORENCE COUNTY will designate HHW drop-off locations for citizens. The following items are considered HHW for the purpose of this contract:

- Used Oil or petroleum products
  - Batteries
  - Paint
  - Aerosol spray cans
  - Pesticides and normal garden chemicals and fertilizers
  - Antifreeze
  - Fluorescent light bulbs
  - Propane tanks (household size)
  - Gasoline (household size)
12. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection by others. The CONTRACTOR will assist FLORENCE COUNTY by noting and informing them of the location of such items.
13. Household garbage will be the responsibility of the individual citizen and is not to be collected or transported by CONTRACTOR forces.
14. The CONTRACTOR is authorized to conduct debris removal operations from dawn till dusk (as determined by the National Weather Service), 7 days per week.
15. The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR'S or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to FLORENCE COUNTY.
16. The CONTRACTOR shall conduct the work so to be coordinated with the disaster response and recovery activities of federal, state or local governments or agencies or of any public utilities or other private contractor and the CONTRACTORS debris removal effort will not interfere with or impede disaster or emergency response operations.
17. The CONTRACTOR shall use only the Temporary Debris Storage and Reduction Sites and Landfills pre-approved by FLORENCE COUNTY.
18. The CONTRACTOR'S Debris Management Site Foreman shall direct all dumping operations.
19. The CONTRACTOR shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All

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loose debris shall be reasonably compacted during loading, and adequately secured and trimmed prior to being transported. Debris shall be removed in such a manner as to not damage structures.

20. Stumps which meet the criteria outlined in the most recent version of Disaster Assistance Policy 9523.11 will be reimbursed on a "per stump" basis for removal. All other stumps will be treated as debris and reimbursed on a per cubic yard basis. If the CONTRACTOR believes that a stump meets the criteria for "per stump" rate they must notify FLORENCE COUNTY of the location of the stump and obtain approval from the FLORENCE COUNTY validation team (FEMA/State/FLORENCE COUNTY reps) before removal operations begin. Any stump removal without approval of the FLORENCE COUNTY validation team will not be reimbursed to the CONTRACTOR on the "per stump" rate.
21. Stubs of utility poles, downed utility poles, appurtenances will not be removed, but will be reported by the CONTRACTOR as soon as possible to FLORENCE COUNTY so that the appropriate electrical utility can be notified for removal.
22. It shall be the CONTRACTOR'S responsibility to leave all areas from which he has removed debris in a neat and orderly condition. FLORENCE COUNTY will designate materials to be removed and the priority of removal. No area shall be considered acceptable for this purpose until after it has been reported to, inspected, and declared acceptable by FLORENCE COUNTY. An area will be declared acceptable only when all remaining loose debris can be removed only by raking and sweeping. Raking and sweeping are not part of this Contract.
23. The CONTRACTOR will be responsible for continuous pickup of all materials that fall from the truck while en-route to the disposal area, as necessary to maintain streets free of debris at all times.
24. Rubber-tired equipment only may be used on paved roads. Any damage to paved areas caused by CONTRACTOR'S equipment shall be repaired or replaced by the CONTRACTOR at no additional cost to FLORENCE COUNTY.
25. The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of the work which is not to be removed and which does not reasonably interfere with the work. Care shall be taken in removing trees authorized for removal to avoid damage to remaining vegetation. Any undamaged limbs or branches of trees broken during such operations or by the careless operation of equipment, or by workers, shall be trimmed with a clean cut.
26. The CONTRACTOR shall protect from damage all existing improvements and utilities at or near the site of the work and will repair or restore any damage to such facilities resulting from failure to comply with requirements of this Contract or the failure to exercise reasonable care in the performance of the work. If the CONTRACTOR fails or refuses to repair any such damage promptly, FLORENCE COUNTY may have the necessary work performed and charge the cost thereof to the CONTRACTOR.

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27. The CONTRACTOR and FLORENCE COUNTY will jointly determine acceptable haul routes to the disposal area. Due to the hazardous working conditions, the CONTRACTOR must have signs and flag persons located in front and rear controlling traffic per SC DOT regulations while working in and close proximity to traffic lanes.
28. Debris brought to the burning/grinding site shall be examined at the site entrance by use of an inspection tower.
29. CONTRACTOR shall be responsible for sorting and stockpiling of debris at the site. Debris shall be segregated into (1) clean, woody debris and (2) non-chippable debris. Minimal contamination by plastic bags is required. Further segregation of non-chippable debris may be necessary.
30. The CONTRACTOR shall obtain all permits, with the assistance of FLORENCE COUNTY, necessary to complete the work. The CONTRACTOR shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to FLORENCE COUNTY Debris Manager.
31. The CONTRACTOR shall submit to FLORENCE COUNTY certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the CONTRACTOR and an authorized FLORENCE COUNTY representative. Maximum volumes may be rounded up to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. FLORENCE COUNTY reserves the right to re-measure trucks at any time to verify reported capacity.
32. All trucks and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment.
33. All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Cyclone fence may be used as temporary tailgates if they comply with the following specifications:
  - Fencing must be permanently attached to one side of the truck bed.
  - After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire.
  - Fencing must extend to the bottom of the bed.
  - After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.
  - Solid iron metal bars must be secured to both sides of the fencing.

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34. Sideboards, if installed, must be constructed of 2" x 6" boards or greater and may not extend more than 2-feet above the metal bedsides. Once installed all sideboard extensions must remain in place throughout the operation. All extensions to the bed are subject to acceptance or rejection by FLORENCE COUNTY.
35. Prior to commencing operations, the CONTRACTOR shall affix to each piece of equipment, signs or markings indicating the CONTRACTOR'S name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 3" in height.
36. Eligible Debris – Debris that is within the scope of this Contract falls under several classifications:

### **Burnable/Grindable Materials**

Burnable/grindable debris consists predominately of biodegradable vegetative matter and includes, but is not limited to, damaged and disturbed trees, bushes, and shrubs; broken, partially broken, and severed tree limbs, brush, small stumps and leaves.

### **Non-burnable/Grindable Construction and Demolition Debris**

Non-burnable/Grindable Construction and Demolition Debris consist of non-burnable construction and demolition debris and includes, but is not limited to, creosote timber, plastic, glass, rubber and metal products, sheet rock, roofing shingles, carpet, tires, and other materials as may be designated by FLORENCE COUNTY.

37. Stumps: Stumps will be considered tree remnants no taller than 18 inches above grade, to include the stump ball. Any questionable stumps shall be referred to FLORENCE COUNTY Debris Manager for determination of its disposition.
38. Ineligible Debris: Ineligible debris to remain in place includes, but is not limited to, garbage, chemicals, petroleum products, paint products, asbestos, power transformers, cars, trucks, trailers, boats, and known hazardous waste. These items shall be referred to FLORENCE COUNTY for determination of its dispositions.
39. Once the Temporary Debris Storage and Reduction Site(s) is identified by FLORENCE COUNTY, the CONTRACTOR will provide a Site Management Plan.
40. Two (2) copies of the plan are required. The plan shall be drawn to an appropriate scale and address the following functions:
- Access to site
  - Site preparation-clearing, erosion control, and grading
  - Traffic control procedures
  - Safety

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- Segregation of debris
  - Location of ash disposal area, hazardous material containment area, CONTRACTOR work area, and inspection tower
  - Location of incineration operations, grinding operation (if required). Burning operations utilizing air-curtain incineration require a 100-foot clearance from the stockpile and a 500-foot clearance from structures and property lines
  - Location of existing structures or sensitive areas requiring protection
41. FLORENCE COUNTY may also establish designated homeowner drop-off sites for eligible debris. The CONTRACTOR shall be responsible for removing all debris from those sites daily or as directed by FLORENCE COUNTY.
42. The CONTRACTOR will set up a lined containment area and separate any HHW inadvertently delivered to a temporary debris storage and reduction site. FLORENCE COUNTY will have the HHW removed under a separate contract.
43. The CONTRACTOR is authorized to conduct burning operations in accordance with all applicable regulations but only after directed to do so by FLORENCE COUNTY.
44. Debris removal/disposal shall be a multi-staged operation with continuous volume reduction. Debris should be constantly flowing to burners and grinders, or recycled with the residue and mixed construction and demolition materials going to a FLORENCE COUNTY designated landfill.
45. CONTRACTOR shall be aware of and lessen the effects of operations that might irritate occupants of neighboring areas. CONTRACTOR shall establish a buffer zone to abate concerns over smoke, dust, noise, and traffic.
46. CONTRACTOR shall manage the burn site so that all burnable debris is reduced to ash and the volume of debris is burned down to 10% or less of its original volume prior to burning. Ash removed from the burnpit will be wet down, with no possible hot spots, transported to the landfill, and disposed.
47. CONTRACTOR will cut a firebreak around the entire perimeter of the site 8'-0" wide and down to the mineral soil level, pushing dirt in a row to prevent accidental fires off site. CONTRACTOR must guarantee adequate supply of water under pressure or firefighting equipment and stockpile of earth to promptly extinguish accidental fires. CONTRACTOR will provide a 24-hour "spotter", with a mobile phone, to patrol site and report any emergencies.
48. CONTRACTOR will reduce the amount of contaminants in the woody debris to be ground by using root rakes, screens, etc. The use of hand labor may be necessary and should be planned on by the CONTRACTOR. Chips should be windrowed to an appropriate height, assuming sufficient site space is available, with adequate space between rows for maintenance and fire prevention.

## Request For Proposals For Stand-By Debris Management and Removal Services RFP# 13-15/16

49. The CONTRACTOR is required to process, at a minimum, the manufacturer or documented production rate of chips per day. The cubic yard productions of the chips are to be reported each day to FLORENCE COUNTY.
50. CONTRACTOR will keep site clean of all wind blown material, immediately clean any petroleum spills, will not burn food stuffs or tires, and will minimize favorable conditions for harboring insects, rodents, and snakes. Approved pesticides shall be employed for vector control as necessary. Ponding water will be controlled on site to avoid obnoxious odors, operational problems, and damage to surrounding area.
51. Management of C&D debris and source-separated materials to be recycled shall be in accordance with the following additional conditions:
  1. Asbestos containing materials (ACM's) or materials that are considered regulated asbestos containing materials shall be managed in accordance with South Carolina Department of Health and Environmental Control Regulations.
  2. Storage areas for incoming debris should be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
  3. Sites that have identified wetlands areas shall be flagged and a 100-foot buffer shall be maintained for all activities on-going at the site.
  4. Storage areas for incoming C&D debris shall be at least 100 feet from the site property boundaries, on-site buildings, structures, and septic tanks with leach fields or at least 500 feet from off-site residential dwellings, commercial or public structures, and potable water supply wells, whichever is greater.
  5. Sites bisected by overhead power transmission lines shall receive careful consideration due to large dump body trucks / trailers used to haul debris and the intense heat generated by the ACB device. Underground utilities shall be identified prior to digging pits for using the air curtain burning (ACB) device.
  6. Provisions should be made to prevent unauthorized access to facilities when not open for use. As a temporary measure, access can be secured by blocking drives or entrances with trucks or other equipment when the facilities are closed. Gates, cables, or other more standard types of access control shall be installed as soon as possible.
52. At the Temporary Debris Storage and Reduction Site(s) the CONTRACTOR shall evaluate topography and soil conditions to determine best site layout. If the local soils are very thin, the topsoil shall be scraped to bedrock and stockpiled in perimeter berms. Upon site closeout, the uncontaminated soil shall be spread to preserve the integrity of the tillable soils.

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53. The following site baseline data checklist shall be used to evaluate a site at the earliest practical opportunity concurrent with the CONTRACTOR taking occupancy of the site, and used during and after to ensure that site conditions are properly documented.

### **Debris Management Site Baseline Data Checklist**

#### *Before Activities Begin*

- Take ground or aerial photographs and/ or video.
- Note important features, such as structures, fences, culverts, and landscaping.
- Take random soil samples.
- Take random groundwater samples.
- Take water samples from existing wells.
- Check the site for volatile organic compounds.

#### *After Activities Begin*

- Establish groundwater-monitoring wells.
- Take groundwater samples.
- Take spot soil samples at HHW, ash, and fuel storage areas.

#### *Progressive Updates*

- Update videos/photographs.
- Update maps/sketches of site layout.
- Update quality assurance reports, fuel spill reports, etc.

54. Lined temporary storage areas shall be established for ash, HHW, fuels, and other materials that may contaminate soils and groundwater. Plastic liners overlain by a 4-inch deep sand drainage layer should be placed under stationary equipment such as generators and mobile lighting plants. If the site is also an equipment storage area, fueling and equipment repair should be monitored to prevent and mitigate spills of petroleum products and hydraulic fluids.

55. The CONTRACTOR shall construct an inspection tower at each Temporary Debris Storage and Reduction Site. The tower shall be constructed using pressure treated wood or metal scaffolding. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8'. A 4-foot high wall shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. CONTRACTOR shall provide a portable toilet at each inspection tower.

56. The CONTRACTOR shall construct a hazardous material containment area at each debris management site. This area shall be 30' x 30'. The perimeter shall be lined

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with hay bales and staked in place. The area shall be lined with a heavy gauge plastic to provide a waterproof barrier. In addition, four inches (4") of clean sand shall be used to protect the plastic material. The sand will aid in absorbing spills should they occur. Additional plastic sufficient to cover the area is required to prevent rain from entering the containment area. Site run-off must be redirected from the containment area by site grading.

57. CONTRACTOR shall construct on each burn site, as deemed necessary or directed by FLORENCE COUNTY, one or more pits for air curtain burners and install equipment in the pit(s) as per the drawing in Florence County Debris Management Plan. Portable air curtain incinerators may also be used. Each site may change due to the availability of land. Pits must be used at all times except for maintenance and repairs. CONTRACTOR must have sufficient labor and equipment to operate burn pit(s) or/or grinding operations and be able to manage the debris delivered to the site.
58. Prior to removal of the ash to an approved landfill the CONTRACTOR shall perform environmental Monitoring/chemical testing of the ash to determine the suitability of the material for either agricultural use or as a landfill cover material.
59. Depth of pit excavations must remain above the water table. If there is not enough dirt material to construct burner pits, CONTRACTOR, at no additional cost to FLORENCE COUNTY, must provide material to the site to complete project. Pits must be constructed out of a highly compacted material that will hold its shape.
60. Controls shall be put in place to prevent contamination of the groundwater. Compacted limestone fill placed over an impervious clay layer is an acceptable solution. Other impervious liners may be used at the discretion of FLORENCE COUNTY.
61. The blower units must have an adequate air velocity to provide a curtain effect to hold smoke in and to feed air to the fire below.
62. Each Temporary Debris Storage and Reduction Site will eventually be emptied of all material and be restored to its previous condition and use. The CONTRACTOR is required to remove and dispose of all mixed debris, construction and demolition debris, and debris residue to approved landfills. Appropriate FLORENCE COUNTY inspectors will monitor all closeout activities to ensure that the CONTRACTOR complies with the Debris Removal and Disposal Contract. Additional measures may be necessary to meet local, State, and Federal environmental requirements because of the nature of the Debris Management sites operation.
63. The CONTRACTOR must assure FLORENCE COUNTY that all Debris Management sites are properly remediated. Temporary Debris Storage and Reduction Site closeout steps include the following:

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- a) CONTRACTOR responsible for removing all debris from the site.
- b) CONTRACTOR conducts an environmental assessment with FLORENCE COUNTY.
- c) CONTRACTOR develops a remediation plan.
- d) Remediation plan reviewed by FLORENCE COUNTY and appropriate environmental agency.
- e) Remediation plan approved by the appropriate environmental agency.
- f) CONTRACTOR executes the plan.
- g) CONTRACTOR obtains acceptance from FLORENCE COUNTY and appropriate environmental agency.

64. The CONTRACTOR shall conduct soil and groundwater monitoring for each of the sites. This is to ensure that no long-term environmental contamination is left on the site. The monitoring shall be completed as follows:

- Soil. Monitoring of the soils shall be by portable inspection methods to determine if any of the soils are contaminated by volatile hydrocarbons. The contractors may do this if it is determined that hazardous material, such as oil or diesel fuel was spilled on the site. This phase of the monitoring should be done after the stockpiles are removed from the site.
- Ground Water. The monitoring of the groundwater shall be done to determine the effects of rainfall leaching through either the ash areas or the stockpile areas.

65. Tipping fees/disposal costs shall be paid by CONTRACTOR and actual incurred cost shall be invoiced to the County for reimbursement.

### 3. TIMETABLE

All questions pertaining to this RFP must be submitted in writing by e-mailing [wlybrand@florenceco.org](mailto:wlybrand@florenceco.org) 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.

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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.
  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 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.

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### **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.
- 5. 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.

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### 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. 13-15/16, Stand-by Debris Management and Removal Services**" marked outside of the envelope. Sealed proposals will be received no later than **11:00 AM EST, on October 20, 2015**, at the Florence County Procurement Office, Florence County Complex, 180 N. Irby Street, MSC-R, Florence, SC 29501. Each offeror 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.

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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.

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

Wyneé Lybrand  
Procurement Specialist II  
Florence County Complex  
180 N. Irby Street MSC-R  
Florence, SC 29501  
Phone (843) 665-3018  
Fax (843) 664-9668  
E-mail: [wlybrand@florenceco.org](mailto:wlybrand@florenceco.org)

All questions pertaining to this RFP must be submitted in writing by e-mailing [wlybrand@florenceco.org](mailto:wlybrand@florenceco.org) 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. Workers' Compensation - 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. Commercial General Liability - 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. Business Automobile Liability - 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. Professional Liability (Errors & Omissions) - 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.

Copies or originals of correspondence, certificates, endorsements, or other items pertaining to insurance shall be sent to: Wyneé Lybrand, Procurement Specialist II, Florence County Complex, 180 N. Irby Street, MSC-R, Florence, SC 29501.

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### 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. Liquidated damages: 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. Retainage: 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

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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.

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Criteria	Percentage
A. Contractor information and Executive Summary	20 Points
B. Contractor Qualifications	20 Points
C. Technical Capabilities and Staff Qualifications	20 Points
D. References and Qualifications on Similar Projects	20 Points
E. Cost Proposal	20 Points

**TOTAL POINTS**

**100 Points**

**REIMBURSABLE COSTS**

- List all cost to be reimbursable to the offeror 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**

State of South Carolina  
Florence County

Proposal Request No. \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- I. He/She is the \_\_\_\_\_ of \_\_\_\_\_, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which

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the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Florence County or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_(Seal)

\_\_\_\_\_  
Title

SUBSCRIBED AND SWORN TO BEFORE ME,

This \_\_\_\_\_ Day of \_\_\_\_\_, 2015

NOTARY PUBLIC \_\_\_\_\_

My Commission 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.

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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 SIGNATURE \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2015

Notary Public

\_\_\_\_\_

My Commission expires:

\_\_\_\_\_  
(SEAL)