



COUNTY OF GEORGETOWN

129 Screven Street, Suite 239 · Georgetown, SC 29440-3641
Post Office Box 421270, Georgetown, SC 29442-1270
(843)545-3083 · Fax (843)545-3500 · purch@gtcounty.org

REQUEST FOR PROPOSALS (RFP)

BID NUMBER: 17-084

ISSUE DATE: Friday, September 8, 2017

OPENING DATE: Wednesday, October 4, 2017

OPENING TIME: 3:00 PM (Eastern Time)

Bid Opening Location: Georgetown Historic County Courthouse, Suite 239, Purchasing Conference Room

Pre-Bid Conference/Site Inspection: [none]

PROCUREMENT FOR: Storm Debris Removal Monitoring and Consulting Services

Commodity Code(s): 96403

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at the location and time stated herein and will be publicly opened and read.

MAILING ADDRESS:

County of Georgetown
Post Office Drawer 421270
Georgetown SC 29442-4200
Attn: Purchasing

STREET ADDRESS:

Georgetown County Courthouse
129 Screven Street, Suite 239
Georgetown SC 29440-3641
Attn: Purchasing

IMPORTANT OFFEROR NOTES:

- a) Bid Number & Title must be shown on the OUTSIDE of the delivery package.
- b) Federal Express does NOT guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on Next Day Service.
- c) UPS WILL guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day "Early AM" Service.
- d) You must register a contact name, company name, fax and/or e-mail with the Purchasing Office as below to ensure your name will be added to the contact list for future amendments and addenda.

Purchasing Contacts:

Nancy Silver
Phone (843)545-3076
Fax: (843)545-3500
E-mail: nsilver@gtcounty.org

Kyle Prufer
(843)545-3082
(843)545-3500
kprufer@gtcounty.org

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.



Intent to Respond

REF: RFP #17-084, Storm Debris Removal Monitoring and Consulting Services

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at www.georgetowncountysc.org select "purchasing" and "current bids".

Our firm **does** intend on responding to this solicitation.

Our firm **does not** intend on responding to this solicitation.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

FAX: _____

E-Mail: _____

Reason if **not** responding: _____

Please return this completed form to Nancy Silver, Senior Buyer

- by e-mail to purch@gtcounty.org
- or by FAX to (843)545-3500.

[End of Intent to Respond]

Time Line: Invitation for Bid #17-084

Item	Date	Time	Location*
Date of Issue:	Friday, Sept. 8, 2017	n/a	n/a
Pre-Bid Conference:	[none]	n/a	n/a
Inquiry Cut-Off Time:	Wednesday, Sept. 27, 2017	3:00PM ET	Suite 239
Bids Must be Received On/Before:	Wednesday, Oct. 4, 2017	3:00PM ET	Suite 239
Public Bid Opening & Tabulation:	Wednesday, Oct. 4, 2017	3:00PM ET	Suite 239

*All locations in the Old County Courthouse, 129 Screven Street, Georgetown, SC unless otherwise stated.

**REQUEST FOR PROPOSALS
STORM DEBRIS REMOVAL MONITORING AND CONSULTING SERVICES
RFP #17-084**

I. Introduction:

- 1) Georgetown County is seeking proposals from qualified firms to establish a pre-event disaster Contract for monitoring and consulting services of emergency debris removal operations after an Emergency Disaster Event (EDE). The Firm shall demonstrate their knowledge and experience in monitoring debris removal processes, especially in regards to monitoring of third party Contractors. The Firm shall demonstrate their knowledge and success in previous Federal Emergency Management Agency (FEMA) recoupment activities. The scope of work under this Contract shall consist of but not be limited to debris monitoring and administration, debris assessment, collection monitoring, load ticket processing, DMS monitoring, debris vehicle and equipment certification, damage complaint tracking, data compilation and reporting, debris contractor payment monitoring and reconciliation processing, reporting and coordinating with the County's Debris Manager, public assistance and FEMA support, annual training of Georgetown County staff, and other related services as directed by the County to maximize the County's recoupment of funds by State and Federal agencies.
- 2) The Vendor must handle, properly dispose, contain and transport debris management activities in Georgetown County, South Carolina in accordance with all applicable Federal, State and local regulations to include but not limited to the Federal Emergency Management Agency (FEMA), South Carolina Department of Transportation (SCDOT), South Carolina Department of Health and Environmental Control (SCDHEC), and the United States Environmental Protection Agency (EPA) in conjunction with the County's needs. The Vendor shall have an excellent understanding of FEMA Project Worksheets and the documentation involved for the reimbursement from FEMA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with such regulations regarding eligibility. In some cases, the Contractor may be requested to assist Georgetown County employees in the development, construction and writing of technical documents

II. Background:

- 1) According to the U.S. Department of Census Bureau, Georgetown County has a land area of 813.55 square miles (2010), and reached an estimated population of 61,399 as of 2016. Georgetown County has been impacted by several natural events over the past few years such as the severe winter storm of February 2014, severe storms & flooding in

October 2015, and Hurricane Matthew in October 2016. While the County utilized the state's services during the last two events, our previous debris removal Contractor, Ashbritt Environmental, and our previous debris removal monitors, Thompson Consulting, were used after the February 2014 severe winter storm recovery. During that event expenses totaled approximately 4.2 million dollars, with 83% reimbursed by FEMA, 5% reimbursed by the State, and 12% being a combination of projected additional state reimbursement and the local share of expenses. The monitoring and consulting services firm shall be experienced in providing assistance with FEMA and State recoupment of funds.

III. General Requirements:

- 1) Any resulting contract will be to provide for emergency response and recovery after an emergency event such as, but not limited to hurricane(s), tornadoes(s), winter weather-ice storms, floods, earthquake(s), fire(s) or other natural or manmade disaster(s). Georgetown County will incur no expense except in the case of emergency activation. The County shall not be charged for any expenses occurred prior to the disaster event.
- 2) The County is seeking proposals from qualified vendors experienced in the specialized disaster debris monitoring and consulting services for the removal of large volumes of disaster-generated debris from a large area in a timely and cost-effective manner. Offerors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small-scale debris volumes.
- 3) The Consultant shall support the County during a disaster recovery effort and shall be responsible for all aspects of the debris monitoring process. The Consultant shall coordinate with the Debris Removal Contractor and the County to ensure a compliant, well-managed and organized approach to debris collection and disposal that conform to FEMA guidelines.
- 4) The Consultant shall oversee the debris removal and monitoring processes utilizing the following rules and regulations as guidance:
 - The Stafford Act, Section 407
 - The Stafford Act, Section 406
 - 44 CRF § 206.224
 - PA Program and Policy Guide-latest edition
 - FEMA 321, Public Assistance Policy Digest
 - FEMA 322, Public Assistance Guide
 - FEMA 325, Debris Management Guide
 - FEMA 327, Debris Monitoring Guide
 - FEMA Disaster Assistance Policy 9523.4 Demolition of Private Structures
 - FEMA Disaster Recovery Policy 9523.11, Hazardous Stump Extraction and Removal Eligibility
 - FEMA Disaster Recovery Policy 9523.12, Debris Operations-Hand Loaded Trucks and Trailers
 - FEMA Disaster Assistance Policy 9523.13, Debris Removal from Private Property
 - FEMA Disaster Assistance Policy 9526.1, Hazard Mitigation Under Section 406 of the Stafford Act

- FEMA Disaster Specific Guidance-as published specifically for the disaster declaration
- 5) In the event of a disaster, Georgetown County Department of Public Services, will require the use of debris removal monitors under this contract to observe, record and detect the verification of load capacity, documentation of debris cubic yardage, documentation of type of debris, eligibility of debris for reimbursement, and proper review, monitoring, and recording of all removal operations by the County and/or their Emergency Debris Removal Contractor as specified by the Federal Emergency Management Agency (FEMA) and under the supervision of designated Georgetown County personnel.
 - 6) Monitors shall verify that debris picked up is eligible; measure truck load capacities; verify volumes or weights of debris in trucks; inspect pick-up areas, haul routes, temporary storage sites, and disposal sites; verify the contractor is working in assigned areas; and ensure other contract requirements are met.
 - 7) Services to be provided may include, but not be limited to, the following:
 - a) Development of a Monitoring Plan.
 - b) Annual County Staff Training
 - c) Truck/Trailer/Other Applicable Measurement, Certification, Marking and Tracking.
 - d) Equipment Registry and Tracking.
 - e) Field Monitoring.
 - f) Debris Management Tracking.
 - g) Trip Ticket Management.
 - h) Data Administration.
 - i) Invoice Reconciliation.
 - j) Quality Assurance (QA)/Quality Control (QC) program management.
 - k) Complaint Resolution.
 - l) Detailed daily reports on the status, effectiveness, volumes handles, and other pertinent data for debris operations.
 - m) All monitoring workforce requirements, including but not limited to staffing, training, equipment, safety training and enforcement, mobilization, transportation and logistic support.
 - n) Site Safety Plan preparation and maintenance.
 - o) Compliance with all applicable Federal, State and local rules.
 - p) Preparation of documentation to support Federal/State cost reimbursement processes.
 - q) Related activities for effective and efficient debris management operations deemed necessary on the basis of the Offeror's experience with advanced authorization by the County.
 - 8) Monitoring may be of the County's Emergency Debris Removal Contractor(s), County employees, or temporary hired workers that have been hired to assist with response and recovery efforts.
 - 9) The successful Offeror is responsible for providing their staff with the appropriate equipment, including any and all safety/protective equipment as needed to perform the work described herein.
 - 10) The County will not be responsible for making accommodations or meal arrangements for the successful Offeror or their staff. Nor will the County be responsible for paying any costs of the successful Offeror

or their staff for items such as but not limited to meals, lodging, or any other kinds of accommodations whether through annual training or actual event. The Consultant shall remain self-sufficient at all times.

- 11) When a major disaster occurs or is imminent, the Designated County Representative will contact the successful Offeror to advise them of the County's intent to activate the work under this contract. Within twelve (12) hours of receiving the notice to proceed, the successful Offeror will send a management team to the County to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work.
- 12) Monitors will be required to work twelve (12) hours per day, seven (7) days a week for six (6) weeks or until the project is completed.
- 13) Monitors must be knowledgeable of FEMA guidelines for reports, be at least 18 years of age and possess a valid driver's license.
- 14) The actual collection of debris removal has been previously awarded under a separate agreement. The awarded Firm shall become familiar with the County's Emergency Debris Removal RFP and Contract for proper monitoring of the awarded Contractor(s). It will be the responsibility of the Debris Removal Contractor to perform an Initial Cut 'n' Toss operation, as well Load 'n' Haul operation. The Initial Cut 'n' Toss operation will be under a Time and Material (T&M) as per FEMA guidelines.
- 15) As per FEMA guidelines, for Time and Materials contracts, the Monitors should document the times that the Debris Removal Contractor's labor and equipment are actively used (limited to 70 hours).
- 16) As per FEMA guidelines, for unit price contracts, the Monitors should use load tickets to document weights and volumes of removal vehicles and loads.
- 17) The selected debris monitoring firm will be responsible for maintaining the database of all debris collected, reduced, and disposed of as required to complete the Debris/Hauling Transportation Form.
- 18) The Debris Hauling Transportation form will require the monitor's name, loading location, driver name, date and time, certified capacity, truck number and debris type, and any other information that may be required to comply with FEMA guidelines.
- 19) The successful Offeror must provide annual training to designated county employees, at no cost to the County, which will assist the County and its employees in staying current with FEMA requirements. Training should include, but not be limited to:
 - a) Safety,
 - b) Proper completion of the Debris Hauling Transportation form, and
 - c) New Trends and Techniques in the Industry.
- 20) Task Order Procedures:
 - a) The Contractor shall perform work assigned under this Contract as directed in task orders issued by the COUNTY Contracting Officer in accordance with the terms and conditions of the task order or as specified elsewhere in the Contract. Task orders will be executed in writing

through a bilateral agreement between the Contractor and COUNTY. Upon execution of task orders, the Contractor shall provide the personnel, facilities, equipment, and other materials and services necessary to perform the work set forth in the task order.

- b) Task orders shall be subject to the terms and conditions of this Contract. In the event of conflict between a task order and this Contract, the Contract shall control.
- c) Task Orders shall be subject to appropriation and availability of funds as described in clause no. 7, "Non-Appropriation" in the General Terms and Conditions included in the Contract. In no event, shall the Contractor be authorized to incur costs under an individual task order in excess of the total amount of funds obligated against that task order. The Contractor shall not exceed the ceiling price approved for each individual task order unless authorized by the COUNTY Contracting Officer in writing by an approved Change Order.
- d) Task orders shall be negotiated. Task orders may be issued from the effective date of this Contract through completion or termination of the Contract. Any task order issued during the effective period of this Contract and not completed within that time shall be completed by the Contractor within the time specified in the task order. The task order and the Contract shall govern the Contractor's and COUNTY's rights and obligations with respect to that task order to the same extent as if the task order were completed during the Contract's effective period.
- e) There is no limit on the number of task orders that may be issued against this Contract, if and when needed.
- f) In the event that fewer direct labor hours or estimated total costs are used by the Contractor accomplishing the prescribed work under individual task orders than were obligated by the executed task orders, the Contractor shall generate a letter addressed to the Project Manager requesting the closure of the task order. The Contracting Officer and Accounts Payable shall be copied. Unused funds shall be restored to the unassigned funds for the Contract. The parties agree that any downward price/cost adjustment shall reflect actual work performed.

21) Terms of Agreement: The contract shall be for a one-year term period and may be renewed based on the terms and conditions at the expiration of its term by mutual agreement of the Contractor and the County. The renewal may be for up to four (4) additional one-year periods for a maximum of five (5) years.

22) Products and services not specifically mentioned in this RFP but which are necessary to provide the service described by this RFP, shall be included in the proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.

IV. Scope of Services:

The scope of services describes and defines the services that are required for the execution of paper and electronic debris removal monitoring for Georgetown County, South Carolina (County). The Consultant shall provide all services described herein. Activities include, but are not limited to, monitoring the following field operations regarding all storm generated debris; debris pickup, debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved facility. Roads and other County facilities will be identified by the County and

direction will be given to the Contractor for clearing these roads and facilities and act in accordance with the County Debris Management Plan. The County will provide a Debris Manager or designee to work directly with the Debris Removal Contractor and the monitoring firm (Consultant). The County reserves the right to add or remove highway segments at the direction of the Debris Manager. There is no guaranteed minimum amount of work under this Contract. The County, at its sole discretion, may elect to perform work with in house forces or other contract forces, or may cancel this contract at any time if in the best interest of the County.

The Consultant shall have experience in the Federal Highway Administration Emergency Relief Program (FHWA-ER), the Federal Emergency Management Agency Public Assistance Program (FEMA-PA), and other applicable federal, state and/or local programs to assist the County in its Emergency Response and Recovery efforts. Proper documentation by the Consultant as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the County from the appropriate agency.

The Consultant will be responsible for tracking all of the contract costs and adhering to the ‘not to exceed’ limit as defined under the task order. Proper notification must be given to the County as costs approach this limit.

The work will begin upon authorization by the County. No guarantee on minimum or maximum amounts is made under this Contract. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities or fuel costs.

In the event of impact of another City or County, the terms and conditions of this contract may apply to work in the affected City or County.

3.0 PERSONNEL QUALIFICATIONS

General Debris Monitor Qualifications

Debris monitors shall have a complete understanding of their responsibilities and:

- Fully understand their responsibilities in accordance with the terms of the debris removal contract and other specific guidance provided by the County.
- Possess the capability to estimate debris quantities accurately and objectively.
- Understand all phases of debris management operations, including loading sites, DMSs, and final disposition locations.
- Be able to differentiate between debris types.
- Be able to fill out load tickets properly.
- Understand site safety procedures.
- Communicate effectively and efficiently.
- Possess previous construction site experience (preferred).
- Have general knowledge pertaining to the operation of large construction machinery (preferred).

In addition to the general qualifications for debris monitors detailed above, Field Supervisors need to:

- Possess the ability to communicate with field staff as well as management.
- Be able to resolve conflicts and issues in the field.

- Understand when to elevate issues to the applicant's management.

Additional Required Qualifications

- **Data Manager:** A Data Manager must have two years experience working with a relational database management system. The Data Manager will work under the supervision of the Project Manager.
- **Debris Collection Monitors, Exit Site Monitors, and Disposal or Tower Monitors** must have a High School Diploma or GED, be adequately trained on Debris Operations.
- **Field Operations Manager:** A Field Operations Manager must have a minimum of two years experience in disaster debris management.
- **Project Manager:** A Project Manager must have a minimum of five years experience in disaster debris management. The Project Manager must also be a permanent staff employee of the consultant.

Loading Site Monitors

Loading site monitors will perform on-site, street-level debris monitoring at all loading sites to verify debris eligibility based on contract requirements, and initiate debris removal documentation using load tickets.

Loading site debris monitors' primary jobs are to:

- Estimate load volumes and issue load tickets at the load sites, retaining a copy of the ticket.
- Maintain logs of daily subcontractor performance, eligibility, or other activities as required.
- **Safety**
 - Checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment.
 - Implementing all safety requirements.
 - Performing a pre-work inspection of debris collection areas before loading to identify the location of covered utility meters, transformers, fire hydrants, mailboxes, etc., as a baseline to account for any collateral damage as a result of the debris removal operation.
 - Ensuring that debris loads are contained properly before leaving the loading area.
- **Eligibility**
 - Determining whether each load is to be claimed for reimbursement based upon PA eligibility criteria and marking load tickets if ineligible for FEMA reimbursement.
 - Documenting eligible hazardous trees, including hangers, leaners, and stumps.
 - Verifying global positioning system (GPS) readings or an address/location of leaning trees, trees with hanging limbs, and uprooted/exposed stumps that constitute an immediate threat; a separate ticket should be written.
 - Not issuing tickets for trucks that arrive at pickup sites already loaded or partially loaded.
 - Ensuring that force account labor and/or debris contractor work is within the assigned scope of work.
- **Compliance**
 - Certifying truck measurements.
 - Obtaining the requirements outlined in all debris removal and disposal contracts, to ensure the contract requirements are implemented correctly.
 - Reporting to supervisor if debris removal work does not comply with all local ordinances, as

well as State and Federal regulations (i.e., proper disposal of hazardous wastes).

- Debris Operations
 - Ensuring that hazardous wastes are not mixed in with debris loads.
 - Recording equipment details for time-and-materials contracts, including the type of equipment, the hours each piece of equipment was used along with operator name, and downtime of each piece of equipment by day.
 - Ensuring only debris that is specified by the applicant is collected for loading and hauling.
 - Ensuring only debris from public areas is removed.
 - Ensuring the work area is clear of debris before equipment moves to a new loading area.
 - Evaluating and recording performance and productivity of debris removal crews.
- Communication
 - Remaining in constant contact with debris management/dispatch center or supervisor.
 - Reporting issues (such as safety concerns, contractor noncompliance, and equipment use) to their field supervisor.
 - Photographing and providing a written document of any damages made to utility components, driveways, road surfaces, private property, vehicles, etc.
 - Performing other duties as directed by the debris management project manager or designated debris management personnel.

Tower/Site Monitors

Tower/Site Monitors are Debris monitors at a Debris Management Site (DMS). The tower/site monitor's role encompasses the following scope of duties:

- Safety
 - Checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment.
 - Implementing all safety requirements.
- Compliance
 - Obtaining the requirements outlined in all debris removal and disposal contracts, to ensure the contract requirements are implemented correctly.
 - Reporting to supervisor if debris removal work does not comply with all local ordinances, as well as State and Federal regulations (i.e., proper disposal of hazardous wastes).
- Debris Operations
 - Ensuring that hazardous wastes are not mixed with debris loads.
 - Recording equipment details for time-and-materials contracts including the type of equipment, the hours each piece of equipment was used along with operator name, and downtime of each piece of equipment by day.
 - Accurately measuring and documenting load-hauling compartments for trucks and trailers to compute volume capacity in cubic yards (CY) for each truck and trailer prior to its commencement of debris hauling operations.
 - Recertifying truck capacities on a regular basis.
 - Verifying calibration of scales (if tonnage is used for debris removal).
 - Ensuring that truck loads are accurately credited.
 - Estimating the percentage of full capacity for each truck or trailer load.
 - Ensuring that trucks are not artificially loaded (e.g., debris is wetted, debris is fluffed or not compacted).
 - Initialing each load ticket before permitting any truck to proceed from the tower entrance to the dumping location.
 - Properly and accurately completing and physically controlling load tickets (for both tower

- and loading monitors).
- Monitoring site development and restoring DMSs.
- Communication
 - Remaining in constant contact with debris management/dispatch center or supervisor.
 - Reporting issues (such as safety concerns, contractor noncompliance, and equipment use to their field supervisor.

Field Supervisor

The field supervisor is responsible for scheduling and deploying the loading and tower/site debris monitors and overseeing their daily activities at loading sites and disposal and staging sites. The field supervisor resolves field operational, eligibility, and safety issues, and communicates these issues to the applicant. Communication and coordination of daily activities with FEMA, State, and applicant field personnel is required. The field supervisor also conducts or oversees truck certifications, load measurements, and photo-documentation as required. The field supervisor collects daily logs from the debris monitors and tabulates truckload data for the daily report.

Field supervisor duties include, but are not limited to:

- Safety
 - Being familiar with, maintaining, and implementing all safety requirements
- Eligibility
 - Ensuring that a reasonable level of effort is applied to the monitoring process, commensurate with the debris operations and the schedule.
 - Ensuring only eligible debris is collected for loading and hauling.
- Compliance
 - Obtaining and becoming familiar with the requirements outlined in all debris removal and disposal contracts.
 - Making unannounced visits to all loading and disposal sites within an assigned area
- Debris Operations
 - Ensuring only debris from approved public areas is loaded for removal.
 - Assisting in the measuring of all debris hauling trucks and trailers with the appropriate contractor representatives, if applicable.
 - Taking photographs of all trucks and trailers used in the debris operations to establish a baseline inventory of equipment.
- Management and Oversight
 - Serving as the first-line of management for the debris monitors and assisting as necessary with any questions or conflicts that arise in the field.
 - Preparing a daily written report of all activities observed and including photographs.
 - Being familiar with all phases of the debris management operation, including loading sites, DMSs, and final landfill sites.

4.0 SERVICES TO BE PROVIDED BY THE CONSULTANT

A. Administration

The listed services shall be performed by the Consultant:

1. The Consultant shall ensure daily reports are provided to the Debris Manager or designee and other key County personnel within 12 hours after recent work shift as requested by the Debris Manager.
2. It is the responsibility of the Consultant to assist the County in performing:
 - a) Contract Administration
 - b) Annual training to County staff
 - c) Damage Assessment
 - d) Environmental Permitting of temporary debris management sites
 - e) Truck Certification
 - f) Debris Removal Monitoring
 - g) Quality Assurance and Quality Control of all documentation pertaining to debris removal monitoring.
 - g) Assist the County in responding to public inquiries.
 - h) Be available to address questions from FEMA and FHWA both during and after services have been performed.
3. Provide assistance as needed pre-event, which may require location in a designated county or city.

B. Debris Monitoring Operations

The Consultant shall coordinate with the County to schedule debris removal monitoring and Consulting operations. The consultant shall provide the following:

1. Project Manager who shall be responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations. The Project Manager shall be the point of contact to the County. The Project Manager shall assign Field Operations Manager(s) to oversee the Debris Removal Contractor(s), Monitors, and a Data Manager to provide supervision of the data entry operations and documentation process. Project Manager duties include but are not limited to the following:
 - a) Hire, train, deploy and supervise all field collection monitors and staff.
 - b) Ensure a sufficient number of trained debris monitors are available to monitor the “first push” (cut & toss) operations.
 - c) Ensure a sufficient number of trained debris monitors are available to monitor all “first pass” and subsequent passes of debris removal and hauling activities.
 - d) Provide tower / disposal site monitors to observe and record all debris loads entering the temporary debris management sites.
 - e) Provide tower / disposal site monitors to observe and record all debris loads exiting the temporary debris management sites for final disposal.
 - f) Provide data entry and document processing personnel if applicable.
 - g) Conduct inspection a regular and random basis. Make all reasonable efforts to ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.

- h) Conduct safety meetings with field staff, as necessary.
- i) Respond to and document issues regarding complaints, damages, accidents or incidents involving the Consultant or Contractor personnel and ensure that they are fully documented and reported.
- j) Coordinate daily briefings with the County and the debris removal contractor(s), daily status reports of work process and staffing.
- k) Ensure the documentation of environmental authorizations and/or permits for temporary debris management sites and final disposal.
- l) Review and reconcile debris removal contractor invoices submitted to the County.
- m) Preparation of interim operations and status reports and final report, as directed by the County.
- n) If requested by the County, provide call center operators to receive and process calls from customers with disaster debris collection concerns with the County.

C. Field Monitoring

The Consultant shall provide trained staff in sufficient numbers to adequately monitor all operations supervised by Field Operations Managers. Duties of monitors shall include, but are not limited to, the following:

1. Truck certification and documentation of all vehicles used in the debris removal activities.
2. Quality assurance (QA) / quality control (QC) of truck certification measurements throughout life of project.
3. Provide monitoring services and documentation of all eligible debris removal activities from Federal Aid eligible roadways – First Push (Cut & Toss) and First Pass.
4. Provide monitoring services and documentation of all eligible debris removal activities on non-Federal Aid eligible roadways, as Directed by the County– First Push (Cut & Toss) and First Pass.
5. Provide monitoring services and documentation of all eligible debris removal activities from second and subsequent passes on all roadways, as Directed by the County.
6. Ensure that ineligible debris is not collected by the debris removal contractor, unless directed in writing by the County.
7. Disposal Site / Tower Monitors- will observe and record the truck quantity estimates of inbound and outbound debris.
8. Exit Site Monitors will observe that all outbound trucks are fully discharged of their load prior to exit of the temporary debris management site.
9. Monitors will ensure that accurate, legible, and complete documentation is provided through load

tickets, truck certifications, and/or other logs and reports, as required.

10. Maintain photo documentation of the debris removal trucks and activities, specifically of the hazardous stump removal process, hangers, leaners, or tree removal and/or other special or unusual occurrences in the field.
11. Document and report activities to the County which may require remediation, such as: fuel spills, hazardous materials collection locations, and other similar environmental concerns.
12. Document and report to the County damages that occur on public or private property as a result of the debris removal operations.
13. Document and report to the County any violations of Department of Environmental Protection's (DEP) debris site conditions.
14. If DEP debris site conditions are violated, the Consultant shall oversee tasks sufficient to satisfy the DEP performed by the debris removal contractor.

D. FEMA Monitoring Guidelines

Per FEMA Guideline 327 Public Assistance Debris Monitoring Guide, Monitors should be aware of situations that could impact the County's reimbursement under the Public Assistance (PA) Program. Therefore monitors shall be aware of and look for the following to ensure all debris removal operations are eligible for FEMA reimbursement.

- The most common unit of measurement for vegetative and C&D debris is the cubic yard (CY). Debris trucks are evaluated for capacity at the DMS or final disposal sites. The County should require contractors to use appropriate equipment to load debris efficiently so that the maximum level of compaction can be achieved to facilitate expeditious removal of debris from the public rights-of-way.
- All trucks and trailers will be measured and placarded with the measured capacity of the vehicle. The Monitor should photograph all trucks/trailers to ensure that the capacity is not reduced by removing sideboards or tailgates on the truck as the debris removal operation unfolds.
- Equipment limitations affect the maximum loading capacity of some vehicles.
- *Hand-loaded trucks and trailers* cannot achieve compaction levels comparable to mechanically-loaded vehicles. This effectively reduces the capacity of the hand-loaded truck or trailer compared to a truck or trailer that is loaded mechanically. Therefore, FEMA only reimburses 50 percent of the debris monitor's observed capacity for a hand-loaded truck or trailer. Example: If a hand-loaded truck or trailer appears to be 100 percent full, that load should be recorded at 50 percent. Hand-loading debris in trucks or trailers does not achieve maximum compaction, and as a result, debris removal operations take longer to complete. A hand-loaded truck hauls less debris by weight per CY than a mechanically loaded truck. Refer to FEMA Recovery Fact Sheet RP9523.12, Debris Operations – Hand-Loaded Trucks and Trailers.
- *A truck with no tailgate or no solid tailgate* cannot be compacted to its full capacity; therefore, FEMA only considers a maximum of 85 percent of the certified truck capacity for reimbursement purposes.
- *Inaccurate Truck Capacities*: Trucks should be measured before operating and load capacities should be documented by truck number. Periodically, the applicant should pull trucks out of operation and re-measure.

- *Trucks Not Fully Loaded:* Do not accept the contention that loads are higher in the middle and if leveled would fill the truck. Monitors should check to see if that statement is valid.
- *Trucks Lightly Loaded:* Trucks may arrive loaded with treetops (or a treetop) with extensive voids in the load. Trucks need to be loaded to their full capacity with front-end loaders or other similar equipment to compress the debris materials and remove any voids.
- *Trucks Overloaded:* Trucks cannot receive credit for more than the measured capacity of the truck or trailer bed, even if material is above the sideboards. If a truck is measured to carry 18 CY, it cannot receive credit for more than 18 CY. However, it can receive credit for less if not fully loaded or lightly loaded as described above.
- *Changing Truck Numbers:* Typically, trucks are listed by an assigned vehicle number and capacity. There have been occasions where truck or trailer numbers with a smaller carrying capacity have been changed to one with a larger capacity. For instance, a 20 CY truck may have a number for a truck that can carry 30 CY. This can be detected if the applicant periodically re-measures the trucks or records actual license plate numbers in addition to a description of the truck. Maintaining truck and trailer certifications with attached photographs at the DMS tower can assist in eliminating such activities.
- *Reduced Truck Capacity or Increased Truck Weight:* On some occasions, trucks have had heavy steel grating welded 2 to 3 feet above the bed after being measured, thus reducing the capacity or inflating the weight of a load. This can be detected by periodically re-measuring the truck bed or recertifying the truck tare weight.
- *Wet Debris When Paid by Weight:* Excessive water added to debris increases the weight of the load. This can be detected during monitoring if there is excessive water dripping from the truck bed or by inspecting the truck bed immediately after unloading. The applicant should periodically recertify the truck tare weight.
- *Multiple Counting of the Same Load:* To prevent reentry with the same load, trucks should not exit the disposal site without unloading. This can be prevented by observing the time of departure and time of arrival recorded on the driver's load ticket. This check may also indicate problems with the applicant's debris monitors at the loading or unloading site. Tower monitors should ensure the load ticket is checked in and compared to the tower log-in sheet to determine if the truck's round-trip time is appropriate.
- *Picking up Ineligible Debris:* Debris monitors should be present at loading sites. Monitors should have a good understanding of eligible debris and any time limits imposed on picking up specific types of debris. Examples of ineligible debris activities include sweeping areas for abandoned cars and white goods; cleaning up illegal dump sites; removing cut trees from subdivisions under development; removing debris from private property; and removing/cutting trees from off rights-of-way in rural areas.
- *Vegetative Debris Challenges:* Hazardous leaners, stumps, and hangers can be difficult to measure consistently (particularly because monitors must determine if leaners are leaning at least 30 degrees and eligible to be cut). Debris monitors should have a map of all roads and work with the applicant's public works department to determine the length and location of the public right-of-way.
- *Construction and Demolition Debris Challenges:* Debris generated from prior construction work may be comingled with disaster-generated construction and demolition (C&D) debris by citizens. Some citizens may claim that remodeling or renovation work is C&D material too. Many people will choose to remodel a house after a storm instead of demolishing it. The materials from the remodeling are not eligible; these are notable because they look like new materials instead of disaster-damaged materials. A rule of thumb is that no bricks or foundation material would be hauled or considered eligible for FEMA PA reimbursement.
- *Hazardous Waste Challenges:* Health issues, such as headaches and vomiting, can arise at a burning site if the debris stream includes mixed debris and hazardous chemicals. Soil and air contamination

can occur at the pick-up location, along the transit route, and at the DMS. Appropriate precautionary measures should be implemented when hazardous materials are identified. Further, the applicant should implement proactive measures to ensure that all hazardous materials are identified.

- *White Goods Challenges*: When debris removal is extended beyond 90-180 days, some residents will try to discard their current appliance for free by claiming it is storm debris. The disposal requirements for white goods should include instruction on how to prepare the white goods, ensuring the materials on the curb do not present a safety hazard.
- Check the truck number on the placard.
- Check that the capacity (size) of the truck written on the ticket matches the size marked on the side of the truck.
- Walk around the truck. Make sure that the truck is loaded with disaster debris. Ensure that the truck is not falsely loaded.
- When the truck leaves, make sure it is completely empty.
- If there is no tailgate on a truck, the truck is not full. The maximum estimate of the capacity of the load is 85 percent full. However, the monitor must use good judgment to determine if the load is really 85 percent. It is more likely that the truck is between 40 percent and 60 percent full. There are other percentage variations for how the truck can be filled. Monitors should familiarize themselves with FEMA 327 Public Debris Monitoring Guide for detailed information.
- A truck is 100 percent full only when the debris is filled completely to the brim and the truck is heaped above the sideboards. The truck must have a tailgate that secures the entire back end of the truck.
- Note: It is difficult, though not impossible, for a truck to be 100 percent loaded because woody debris, trees, branches, and rubble cannot be placed in a truck without having air holes. Applicant debris monitors and FEMA Debris Monitoring Specialists typically record estimated volumes in 5 percent increments. FEMA will allow a truck to be recorded as 100 percent full if debris volumes can reasonably (and safely) be estimated to meet or exceed certified truck container capacities.

E. Data Management and Documentation

The Consultant shall ensure all necessary documentation is provided as follows:

1. Ensure all eligible debris removal operations activities are documented and tracked specific to the FHWA-ER program, the FEMA PA program or other applicable Federal, state or local agencies.
2. Documentation of the number of crews and types of equipment utilized, actual hours of operation, and locations of work performed during the time and materials phase of operations.
3. Completion of truck certifications, equipment certifications, and establishment of a QA/QC program throughout the life of the project.
4. Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program FHWA – ER or FEMA PA, and/or other federal, state or local programs as outlined in and in accordance with the Debris Management Plan.
5. Documentation of eligible debris such as but not limited to hazardous stump removal, hangers, leaners, tree removal, etc. which includes photos, GPS coordinates street or milepost identifier, and/or other information as available and applicable.
6. Environmental authorizations and/or permits, as applicable.

7. Daily electronic spreadsheet summaries of cubic yards / tons collected by Federal program. The daily summary shall be communicated to the County Emergency Coordination Officer (DECO) or designee.
8. Provide certified weigh master if necessary.
9. Assist the County in creating field maps using GIS, as well as track and present contractor progress in GIS.
10. Organize, maintain, and provide the County electronic copies of documentation in a satisfactory manner for submittal to Federal and/or State agencies. All documentation and information related to the project shall be surrendered to the County upon completion of the project.

FEMA prefers utilization of electronic debris monitoring. The Consultant must comply with the requirements set forth in sections F through H.

F. Equipment Requirements

1. Data Storage Media – Debris management data will be stored and transferred on encryption protected removable data storage media. All data media will be provided by the Consultant. Data must include a unique user ID which identifies the user's role, limits the user's ability to collect or validate information, etc. and employs an anti tampering mechanism. Consultant shall provide media to each person performing a debris mission role that results in data collection, i.e., drivers, ticket managers, etc.
2. Handheld Units (HHU) - The Consultant will provide weather proof and shock resistant handheld units (HHU) for recording debris management data in the field. These HHU devices will be capable of writing data to, and reading data from, the removable data storage media. HHUs shall have the capability to determine locations by GPS and the capability to write GPS coordinates to the removable media. The HHUs will perform two functions: (1) Recording of initial load data information, and (2) verification of vehicle certification, and recording of debris type and quantity and (3) All field units will be operated by standalone power sources which will allow the units to perform uninterrupted for a shift.
 - a) HHUs capable of recording truck certification data onto driver removable media are used at the truck certification area. Truck certification records will include truck measurements, Truck ID, Driver ID and a digital photograph of the truck and trailers.
 - b) HHUs capable of recording user ID information, including a unique user ID, digital photograph and any additional user information required for system operation.
 - c) GPS- HHU units shall have integrated GPS capability. GPS readings (accuracy within 3 meters of the HHU) shall automatically be recorded without any additional manual effort each time the HHU unit records and retrieves information related to the debris mission. External GPS units shall have reliable connectivity to the HHU and be rugged and durable.
3. Durable Printer –, The Consultant shall provide a durable printer to print load tickets at the request of the Department. Once the tower manager completes the load data entries the

information shall be transmitted to the printer. The printer will print a minimum 2 copies of the ticket. Two copies shall be given to the driver (one copy for the driver and the other for the prime contractor. The HHU should have program flexibility to alter the number of printed tickets. The printed ticket paper and print shall be of a quality that the print is not affected by harsh weather conditions and does not fade over time, nor smear or deteriorate due to moisture or UV rays. All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a minimum of a shift.

4. Server(s) – The Consultant shall provide computer servers for the storage and maintenance of records. The data contained in the Consultant’s database shall be placed on the Internet for controlled use, and be password protected by the Consultant. Upon completion of the work, the consultant shall surrender the records to the County who shall maintain the official database and records on its government furnished secure server. Access to the County server is limited to “Official Use Only”. The County server is provided and maintained by the County.
5. Back-up equipment – In the event of equipment malfunction, loss or damage, the Consultant shall assure a sufficient supply of replacement equipment and personnel are available such that production is not affected. The back-up equipment shall be readily available on-site for rapid distribution.
6. GIS – GIS mapping shall be provided by the Consultant from the most current source(s) available. This information shall be used as a base map to visually illustrate work zones, ticket and tower personnel locations and activities, work progress, historically and/or environmentally sensitive areas, geospatial data and other mission informational needs from the data gathered by the HHUs.
7. Internet Accessible database – The Consultant will establish a web based database which is updated daily if not real-time. The data shall be accessible, by permission only, to sub contractors, local and state officials and others on a “need to know” basis. Database access will be role-based and no direct access to the data tables shall be allowed, unless approved by the County.

G. General Statement of Electronic Debris Monitoring system Parameters

1. The system must utilize an encryption protected removable data storage device. The data storage device will store data collected in the field, such as fields from traditional debris paper load tickets as well as truck certification information. The device must be capable of depicting images and other identifying data.
2. The system must have a database capable of storing all data collected in the field. The Consultant shall provide the County a copy of the database with a matching structure at the completion of the work unless otherwise specified.
3. The system must include the capability to share database records with contractors, sub-contractors, the Department, and others via the internet. Data contained in the system must be password protected, implement role-based access controls and must have viewing, printing and editing capabilities. Each contractor, subcontractor and customer must have permissions that allow only them to review and print information specific to their need. The system shall also have the capability to generate reports on all aspects of the debris mission.

4. The Consultant uses the HHU to initiate the load data by entering the debris type into the HHU. The driver's media card will either be swiped or inserted into the HHU and the HHU will write the debris type, pick-up GPS location), address of pick-up if applicable, time, date, truck certification and driver information, and the ticket manager's unique ID Code onto the removable media. Once the data is written to the media, the Ticket Manager will return the media to the driver. By this action, the Consultant verifies the debris meets FEMA and FHWA eligibility requirements,
5. HHUs are used at the debris verification area of disposal site(s) by tower manager. The vehicle driver presents the removable media, which was previously initiated by the field monitor, to the tower manager personnel located in the disposal site tower(s). The tower manager verifies the debris classification is appropriate (vegetative, C&D, mixed, etc. and manually revises, if needed), verifies vehicle(s) and driver information is correct, estimates and enters the load quantity into the HHU. The HHU will automatically extract the information recorded earlier on the smart card and add the information to the tower manager's HHU including the date, time debris arrives, site ID, GPS readings, load quantity and tower manager unique ID Code.
6. All information regarding each debris load will be stored in the HHUs internal memory or on a separate, encryption protected removable media device. The debris load information will be uploaded to the system County and Consultant databases. Once this information is recorded, the tower manager HHU will clear the removable media's debris data for the driver to re-use.
7. The media will retain a running total of the quantity and type of debris hauled by a particular vehicle. All debris load information within the tower manager HHU will be retained until upload to the database has been accomplished and confirmed by authorized personnel. Direct access to data on the HHU will be restricted to personnel specifically authorized to do so by the County.

H. Functional Specifications and System Architecture

1. Ticket/Tower Managers – Personnel Registration, Administration and Management: The system shall have the capability to manage user roles. The majority of the system users will be either ticket or tower managers. At a minimum, the system must have the following capabilities:
 - a) A means to create encryption protected electronic media with unique User ID, digital photograph, user roles and other identifying data
 - b) Electronic registration of ticket/tower monitor
 - c) Link designated ticket/tower personnel roles to a specific mission
 - d) The ability to edit ticket/tower personnel roles i.e., create, update and delete
 - e) Store ticket/tower personnel contact information relative to the mission
 - f) Track and Manage ticket/tower personnel role and status
 - g) Assign and track equipment assigned to the user
 - h) Reject invalid ticket/tower personnel credentials
 - i) Reject invalid certification credentials
2. Truck Certification: The system shall have the capability to record truck and trailer certification data. Truck certification is used to register authorized debris hauling vehicles and equipment. At a minimum, the following must be included:

- a) A means of electronically registering authorized debris Consultant vehicles and equipment
 - b) Link electronic registration to digital images
 - c) Identify mission and respective County
 - d) Generate unique IDs for contractor vehicles and equipment
 - e) Utilize uniform measurements e.g. feet and inches
 - f) Capture vehicle volume
 - g) Utilize industry standard equations for all volume calculations
 - h) Capture drivers and certification team member unique identification number
 - i) A means to create encryption protected electronic driver removable media with unique Truck ID, digital photograph, truck and /or trailer measurements, vehicle volume, and other identifying data
 - j) must depict image and other identifying data
 - k) must contain counter area for total cubic yards hauled
 - l) must employ anti-tampering mechanism
 - m) Capability to recertify vehicles
 - n) Recertified vehicles must be recorded in an audit table
 - o) Certification data must be associated to authorized system user
 - p) Reject media which are not associated with current event and applicant
 - q) Capture vehicle audit records
 - r) Create a printed certification record
 - s) Administrative reporting capabilities
3. Right-of-Way (ROW) Debris Management: ROW transactional data must be captured, stored, validated, audited, reported and transmitted to mission managers, haulers and applicants. At a minimum, the application must exhibit the following characteristics:
- a) Allow creation of point of origin load data on encryption protected driver media when position is known and credentials have been authenticated
 - b) Capture date and time and other relevant point of origin data
 - c) Validate media is present in system and configured to receive data
 - d) Designate debris type
 - e) Designate debris location as Federal Aid or Non-Federal Aid
 - f) Designate first pass and subsequent passes
 - g) Write point of origin load data using encrypted storage algorithms
 - h) Associate ticket/tower personnel credentials with point of origin load data
 - i) Acknowledge successful card write via display status message
 - j) Provide user configurable time option for GPS audit
 - k) Detect current location using GPS and store data to secure memory location
 - l) Provide capability to add digital image if debris is other than vegetative or C&D
4. Debris Disposal Site Management: Completed ROW, and Per-unit point of origin transactions must be received at the approved disposal site. Transactions are not considered complete until they are processed through the receiving applications. At a minimum, the system must provide the capability to:
- a) Accept site configuration data at the beginning of each work day
 - b) Dynamically configure receiving application based on site configuration data
 - c) Display certification data and photo from driver smart card so that ticket/tower personnel

can perform a field audit of truck/trailer to assure data matches certification and placard number

- d) Accept loads where:
 - Mission and applicant are valid
 - Media authentication data is valid and unaltered
 - Media contains valid load data
- e) Designate debris type
- f) Record debris volume (based on unit of measure)
- g) Receive volume or per unit loads
- h) Identify original load data
- i) Identify duplicate load data
- j) Configure number of hard copies
- k) Create load data record in internal storage
- l) Create backup copy of internal storage
- m) Prepare driver media for next load
- n) Increment driver smart card based on total CY counter value
- o) Continuously calculate and present real-time disposal site statistics
- p) Re-print load ticket data
- q) Interface with durable outdoor printer
- r) Preserve in its original state, then transmit daily transaction data
- s) Associate ticket/tower personnel credentials with each received load

5. Field Administrative Functions: The system must have the capability to perform administrative duties in the field. Requirements include the capability to edit user roles, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. At a minimum, the system must provide the capability to:

- a) Change ticket/tower personnel identification badge roles and responsibilities
- b) Review media total CY counter value
- c) Audit vehicle certification data
- d) Validate/Invalidate smart cards
- e) Reinitiate security sequence for ticket/tower personnel or media
- f) In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data or by the Department secure server

6. Data Consolidation and Analysis/Reports Generation: Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The system must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum the Data Consolidation/Data Storage and Data Analysis/Reports tools must provide the capability to:

- a) Accept transactional data sets from multiple debris location systems
- b) Recognize multiple mission/applicant configurations
- c) Grant access to authorized authenticated users or processes
- d) Contain a master record of:
 - Roles and responsibilities
 - Ticket/tower personnel credentials and other data
 - Certification credentials and other data
 - Mission data

- Applicant data
- Geospatial data:
 - Street centerlines
 - County outlines
 - Population and demographic
 - Elevation
 - Wetlands delineation
 - Historic and Environmentally Sensitive areas
 - Debris work zones
 - Parcel data
 - Land use
 - FEMA flood zones
- Graphically depict:
 - Load locations by contractor
 - Load locations by subcontractor
 - Load locations by driver
 - Load locations by ticket/tower personnel
 - Load locations by date range
 - Load locations by zone
 - Load locations by municipality
 - Load locations by applicant
 - Load locations by mission
 - Load locations by debris type
 - Load locations by disposal site
 - Load locations by Federal, state and private roads
 - Load locations by land use
 - Load locations by disposal site
- Thematic mapping techniques to distinguish different data by color and/or symbol
- Identify data attributes for a single point of data
- Select one or many points of data
- Calculate operational efficiency statistics such as:
 - Trip turnaround time
 - Trip distance to disposal site (straight line projection sorted by 0 -15 miles, 16 – 30 miles, 31 – 60 miles and greater than 61 miles)
 - Average container fill percentage
 - Average tower manager load call
 - Load call trend data e.g., by tower managers, contractor, sub contractor, driver, etc.
- Dynamically configure user interface in response to point data selection to limit user authorities
- Multiple data selections generate tabular data reports
- Filter mechanisms to highlight geospatial data
- Control data access using role based security
- User interface and access to underlying system data must dynamically configured at run time through the presentation of appropriate user credentials
- Manage data ownership
- Provide access based on security role model
- Identify and distribute “owned” transactional datasets to limit internet access to the website

- data to view only your data
 - Prevent distributed data from being reprocessed for billing purposes
 - Identify billing data sets based on parameters such as:
 - Time/Date
 - Contractor/Subcontractor
 - Debris type
 - Debris disposal method (haul-in, reduction, open burn, incineration, haul-out, leave in place, etc.)
 - Haul distance
 - Route billing data sets via defined and customizable workflow rules
 - Approved billing data sets
 - Communicate general event status e.g.:
 - Total CY hauled (by debris type)
 - Total CY by disposal site
 - Total CY by contractor/subcontractor
 - Total CY by work zone/sector
 - Total CY by municipality
 - Total CY by Federal, state and private roads
 - Total CY by certified vehicle
 - Number of vehicles utilized
 - Number of ticket/tower personnel resources assigned
 - Manage user roles, responsibilities and passwords
 - Prevent modification to original data by unauthorized or unauthenticated users
 - Insert audit records into audit tables for all insertions, modifications, and deletions to original data
7. Field Architecture – The field based system must be characterized by the following general statements of direction with respect to construction, operability, supportability and security. At a minimum, the system must:
- Require user authentication credentials
 - Display current version at application start-up
 - Synchronize with Greenwich Mean Time (GMT) to EST for all date/time fields
 - System must utilize location specific configuration data to initiate a warm start sequence for global positioning system
 - System must remain in a ready state by default
 - Acknowledge successful card write via display status message
 - Create identification structures which utilize encryption technologies
 - Employ anti-tamper and anti-tearing methods and technologies
 - Where applicable, utilize 3 DES data encryption technologies to protect data
 - Perform validation and checksum (a running production total of cubic yards or appropriate payment capacity) stored on each debris vehicle’s removable media)
8. Back-office Architecture – At a minimum, the back-office applications must be characterized by the following general statements of direction with respect to construction, operability, supportability, and security.
- Utilize relational database technology
 - Employ geospatial analysis tools for data visualization

- Enable audit ability for:
 - Data insertion
 - Data modification
 - Data deletion
 - Prevent field and row level data deletion
 - All access to data must be controlled
 - Store certification and other identification data using encrypted relational technology
 - Reside in a secure internet environment
 - Preserve base transactional data in its original state prior to processing or consolidation with other data
9. Initial Startup Procedure For Debris Removal – Debris missions are critical to emergency response and the Consultant should be adequately prepared to respond.

G. Reporting

The County requires the Consultant to provide daily status reports, unless otherwise specified, of the debris removal operations, preparation of interim reports (as directed by the County), as well as a final report of the debris removal operations.

1. The daily status report shall include at a minimum: the daily cubic yards/tons collected by material and by program (FHWA-ER First Pass, First Pass on non-Federal Aid roadways, second and subsequent passes on all roadways), cumulative totals in cubic yards/tons by debris type, number of debris removal crews and equipment operating, number of debris monitors in field, cubic yards/ton by debris type hauled to final disposal and location of final disposal, and total cubic yard/tons hauled to recycling or salvage facilities.
2. An interim status report may be required at the discretion of the County. A final report covering the history of the operations, the locations temporary debris sites used, remediation and site closure activities, including any environmental reports or authorizations generated; and the locations of final disposal sites and permits, recycling facilities and salvage facilities used during operations. The report may include identification of weakness in the operations and recommendations for future debris activities.

H. Permits

1. Assist the County with any permit applications and coordination with environmental agencies.
2. Assist the County with any pre or post sampling of soil or groundwater.
3. Monitor compliance by the contractors to any permit requirements.

I. Meetings and Communication

1. Conduct daily meetings with the County and the Debris Removal Contractor.
2. Conduct field meetings as needed.

5.0 PAYMENT

A. Invoicing

1. Ensure all contract quantities for both the contractors and monitors are documented and recorded according to current Federal requirements, including but not limited to FHWA-ER actual costs incurred (cradle to grave) for work conducted on First Push and First Pass Federal Aid roadways, including time at disposal sites estimating loads on incoming and outgoing debris loads.
2. For Non-Federal Aid eligible roadways FEMA PA program actual costs incurred (cradle to grave) for work conducted on non-Federal Aid eligible roadways First Push, First Pass, and second and subsequent passes. Monitor's invoices must delineate between hours spent on FHWA vs. FEMA reimbursed tasks.
3. Maintain a database of all contract quantities and perform contractor invoice verification for the County.
4. All invoices shall be submitted in an acceptable format to the County with daily reports as supporting documentation. The invoices must be submitted in accordance with the Consultant Invoice Transmittal System (CITS) procedures and other federal, state and local rules, regulations and laws.
5. Invoices shall be submitted on a monthly basis to the County.
6. Final invoice will be submitted to the County not later than the 30th day following final acceptance of the individual task of as requested by the County.

V. Proposal Format and Content:

Interested firms must submit one (1) original unbound reproducible proposal, including all required forms and one (1) digital media copy on USB flash drive of the complete proposal package in PDF format. Proposals are limited to a maximum of one-hundred (100) pages numbered and printed single-sided. Proposals shall be printed on 8-1/2" x 11" paper. Type size shall be no smaller than 12 points for narrative sections, but may be reduced for captions, footnotes, etc. while maintaining legibility. Financial statements, tabs and/or dividers do not count toward the page limitation and therefore should not be numbered as such. Non-conforming submissions may be removed from consideration. Please submit packages comprised of materials that are easily recyclable or reusable at the conclusion of the evaluation process.

Proposals shall include responses for each item below and organized in the following order:

- Submittal Letter
- Table of Contents
- Section A: Qualifications & References
- Section B: Experience
- Section C: Technical Evaluation
- Section D: Cost Evaluation
- Section E: Other Information
- Section F: Required Forms
- Section G: Financial Statements

1) **Submittal Letter**

A proposal submittal letter shall be included with each proposal and contain the following information. Submittal letters shall be 1-3 pages long. All proposals must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

- Name of Firm, Contact's Name, Contact's Title, Physical Address, Mailing Address (if different), Contact's Telephone Number, and Contact's email address. The Contact provided will be used for all bid inquiries and bid/contract related correspondence.
- Type of business entity (e.g. corporation, partnership, etc.)
- Years established
- Any additional introductory information that the Proposer wishes to provide.

2) **Qualifications & References**

State your firm's ability, capacity, and skill of your organization to perform and support the needs and objectives with the scope of work. Demonstrate your character, integrity, reputation and judgment of your firm and your key personnel. Demonstrate the capability of your firm and your staff to support a project of this size and magnitude.

1) Key Team Member Qualifications, Relevant Experience and Availability

- a) Provide an organization chart of all key team members, including any subcontractors, that may possibly be used. Identify the Project Manager who will be empowered to make decisions for and act on behalf of the firm.
- b) Provide a resume for each proposed key team member. Resumes will be counted towards the page limit.
- c) Provide a list of past projects that the key team members or subcontractors have been involved in successful experience working with other government entities is preferred.
- d) Identify and discuss the strengths and weaknesses of each key team member on past projects.

2) Resources

- a) Describe the type and amount of resources (both in staff and equipment) typically dispersed to a client's location after an emergency disaster event.

3) References

- b) List at least five (5) clients of similar size and scope, including the clients' name, contact person, telephone number and/or e-mail address, address, and a brief description of the work performed. List date and term of the project/contract. Government entities are preferred.

c) Provide a minimum of three (3) written letters of recommendation from clients.

4) Licenses/Certifications

d) List/provide any licenses/certifications/accreditations that your firm or its key personnel possess.

3) **Experience**

a) List/describe your firm's relevant experience and past performance currently in progress or completed in the past 7 years, for projects with a minimum of 100,000 cubic yards for which the firm has performed similar work with disaster debris monitoring and consulting services. List projects in date order with newest projects listed first with the following:

- Brief project description
- Owner's representative including contact name, phone, email, address
- Cubic yards of debris removed per project
- Contract dollar amount and total time period involved
- Discuss the methods, approach and controls used on the project in order to complete it in an effective, timely, economical and professional manner.

b) List/describe the schedule and availability of your firm and the Key Personnel listed; include typical response time to events. What evidence can you offer/provide to support that all emergency services would be performed immediately upon the County's request?

c) List all other contracts the Contractor currently has in place for similar services; include the name and location of the entity and contract duration.

d) List/describe your firm's previous experience with State and Federal reimbursement programs associated with funding of debris removal and recovery efforts. What was the outcome of these reimbursement requests? What dollar amount/percentage was reimbursed and by what agency for each project? What dollar amount/percentage was not reimbursed and why?

4) **Technical Evaluation**

a) The proposal shall describe the firm's understanding of the Project objectives and describe a proposed project approach to deliver the Services in an effective, timely, economical and professional manner. The description should include an organizational chart outlining the mobilization and operational plans, structure and services to be provided, and how and when these services shall be provided. This description should completely and fully demonstrate the Proposer's intended methods for servicing the requirements of all aspects of the Scope of Work set forth herein.

- b) The Offeror shall provide a general operations/emergency plan to include, but is not limited to: sequence of operations, debris management plan, subcontractors, and the plan for accounting and financial controls.
- c) The Offeror shall provide guaranteed response time for each service proposed to mobilize and estimated time of arrival to the County in the event of a disaster.
- d) The Offeror shall demonstrate their reporting and record keeping practices. Proposers shall also demonstrate their experience in disaster reimbursements and alternate grants/reimbursement processes. The Proposer shall provide one (1) sample copy of each form proposed to be used for reporting and compliance such as but not limited to, a sample load ticket, a sample truck certification form, and any other form or report the Proposer deems responsive to this proposal which is related to the firm's capabilities and understanding of the federal reimbursement process.
- e) Describe any support needed from County staff in order to execute the Services.
- f) Describe your firm's approach for training of your staff and monitors.
- g) Describe your plan for annual training of County staff.

5) **Cost Evaluation**

Each Proposer must complete the Cost Sheet included on the Mandatory Bid Submittal Form in order to be considered a responsive bid. Offeror shall use this section to include any additional costs associated with the performance of this contract.

6) **Other Information**

Offerors may provide a supplemental schedule for additional services proposed, but are not specifically mentioned or included in the evaluation process by the County.

7) **Required Forms**

The items indicated below **must be completed & returned** as a part of your Bid Submission package. Failure to provide these mandatory bid submission forms may result in your bid package being marked as "Non-Responsive".

- Proposal
- Non-Collusion Affidavit
- Substitute for Form W-9
- Mandatory Bid Submittal Form (contains Cost Sheet)
- Mandatory Exceptions Page
- Signed Copy of Any Addendum Issued

8) **Financial & Corporate Stability**

- a) Litigation: Offeror shall provide all judgments entered into against the Prospective Contractor by any Federal, State or Local Courts within the past ten (10) years; any

criminal conviction ever issued against the Prospective Contractor or its owners or principals, and all civil, criminal and administrative proceedings pending against the Prospective Contractor at this time.

b) Insurance: Offeror shall provide proof of insurance coverage as part of their proposal. Please refer to pages 13-15 for details on the County's insurance requirements. Any insurance not specifically mentioned here but which is customary and/or necessary to perform the work described herein, shall be included on the Offeror's sample Certificate of Insurance form provided.

c) Financial Statements: Offeror shall supply an audited financial statement for each of the past two years. A third party prepared financial statement is acceptable for one of the two years if an audited statement is not available. Any such third party certified statement shall be signed and certified by the third party Certified Public Accountant (CPA) and signed and certified as accurate by the Prospective Contractor.

VI. Evaluation Criteria:

Proposals will be evaluated based on the Offeror's responses to the requirements of this RFP. Evaluations will focus on relative strengths, weaknesses, deficiencies, and risks associated with Proposal. Interviews with firms may be held at the option of the evaluation committee. The County reserves the right to obtain clarification or additional information with any firm in regards to its proposal. The objective is to enter into a contract with the highest ranked offeror(s) and negotiate a contract with one or more vendors. Final approval of any selected firm(s) is subject to the approval of County Council or County officials. Proposal evaluation categories and weights are as follows:

1) Qualifications & References.....Max 25 Points

- Adherence to all conditions and requirements of the RFP.
- The ability, capacity, skill, and organization of the Offeror to perform and support the needs and objectives within the scope of work as proposed.
- The character, integrity, reputation, and judgment of Offeror and key personnel. Ability to commit capable staff and support for a project of this size and magnitude.
- Listing of amount of resources available to perform the services required.
- References and Letters of Recommendation.
- Review of licenses/certifications/accreditations.

2) Experience.....Max 25 Points

- Relevant experience and past performance in Disaster Debris Monitoring and Consulting Services with a minimum of seven (7) years of experience.

- The schedule and availability of the proposer; to include response time. Evidence to support that all emergency services would be performed immediately upon the County's request.
- The current and projected workload of the proposer; to include current contracts with other government entities.
- Previous experience with State and Federal reimbursement programs associated with funding of debris removal and recovery efforts.

3) Technical Evaluation.....Max 20 Points

- The explanation of the Proposer's approach for mobilization, operational plans, work procedures, and their processing systems to support the needs and objectives of the County.
- Proposer's methodology for annual training of County staff and Proposer's approach for training of their own personnel and monitors.

4) Cost Evaluation.....Max 20 Points

- The primary method of cost evaluation will be based on the rates outlined on the Proposal Price Form for consultants, managers, specialist, and other required staff utilized for the disaster event. Note: Compensation under any future contract shall be based on actual work performed.

5) Financial & Corporate Stability of Firm.....Max 10 Points

- Pending lawsuits or pending litigation, including safety violations.
- Professional liability insurance – limits and history of claims.
- Financial Stability of firm; review of last two years of financial statements.

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Instructions for Bidders
RFP #17-084
Storm Debris Removal Monitoring and Consulting Services

These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.

1. **Submission of Questions**

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the "Deadline for Questions" cutoff identified in the Bid Timeline on page three (3) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

GCPO reserves the right to reject or deny any requests made by the provider.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. **SEND QUESTIONS TO:**

Nancy Silver, Senior Buyer
Post Office Box 421270, Georgetown, SC 29442-4200
Fax: (843) 545-3500
Email: nsilver@gtcounty.org

2. Written sealed public bids for a Term Contract to provide **Storm Debris Removal Monitoring and Consulting Services** shall be received in the Purchasing Office, Second Floor, Suite 239, 129 Screven Street, Georgetown, SC until the cut-off time shown in the bid timeline on page three (3) of this document. Bids will then be publicly and promptly opened at the designated time by the Purchasing Officer. Bids that are not in the Purchasing Officer's possession prior to the stated opening date and time will be considered **NON-RESPONSIVE** and returned unopened. An official authorized to bind the offer must sign all proposals submitted.

3. **IMPORTANT OFFEROR NOTES:**

- a) Bid Number & Title must be shown on the OUTSIDE of the delivery package.
- b) Federal Express does NOT guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on Next Day Service.
- c) UPS WILL guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day "Early AM" Service.

4. **Inclement Weather/Closure of County Courthouse**

If the County Courthouse is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

5. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

6. NON EXCLUSIVITY:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources, when Staff determines internally that this resulting action is in the best interest of Georgetown County.

7. One (1) unbound, reproducible ORIGINAL of your proposal must be submitted in a sealed envelope and clearly marked on the outermost container as follows:

OFFEROR'S NAME
BID ITEM NAME
BID NUMBER

8. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.

9. Definitions:

- a) The terms "Proposer", "Offeror", or "Bidder" refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term "Contractor" refers to the successful Bidder.
- b) The term Storm Debris Removal Monitoring and Consulting Services or "Service" refers to the **complete set of services** as specified in this document, in every aspect.
- c) The terms "Owner" and "County" refer to the County of Georgetown, South Carolina.
- d) Where the words "shall" or "must" are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
- e) Where the words "should", "may", or "is desirable" are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

10. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror's mistake is clearly an error that will cause him substantial loss.

- a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.

- b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County's requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.

11. Faxed or E-mailed bids will not be accepted by Georgetown County.

- 12. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.
- 13. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcounty.org/about/faqs.html>.
- 14. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
- 15. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
- 16. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
- 17. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
- 18. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.

19. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered “works for hire” as defined in the U.S. Copyright Act.
20. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
21. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
22. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
23. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
24. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:
The contractor certifies that the vendor(s) will provide a “drug-free workplace” as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.
25. Certification of Non-Segregated Facilities
The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

26. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

27. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at www.georgetowncountysc.org, select "Purchasing" and "Current Bids". It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

28. This Invitation for Bid covers the estimated requirements to provide Storm Debris Removal Monitoring and Consulting Services for Georgetown County. The purpose is to establish a Service Contract with firm pricing and delivery. If a term contract results, the right is reserved to extend the use of this contract to any County Department.

29. TERMS OF AGREEMENT / RENEWAL

The initial term of any resulting contract shall be for a period of one (1) calendar year, effective from date of contract award. The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year. The County reserves the right, at its sole option, to renew the contract for four (4) additional consecutive terms, contingent upon satisfactory performance in the prior period, not to exceed a maximum term of five (5) years total.

30. PRICE ESCALATION/DE-ESCALATION:

Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease. Should the County elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE CONSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available. Should the price change be granted and the County elects to renew the contract, the purchase order will reflect the changes.

31. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

32. Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf

of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence Limit

\$50,000 Fire Damage Limit

\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

e. Professional Liability (a/k/a Errors and Omissions)

n/a

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.

6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

33. Workman's Compensation Coverage

Georgetown County, SC will require each contractor and service provider to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at:

<http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#emp1>

34. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

35. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

36. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

37. Invoicing and Payment

The firm shall submit invoices on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

County of Georgetown
Accounts Payable
P.O. Box 421270
Georgetown, SC 29442-1270

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

38. South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases. Effective May 01, 2015, the sales tax rate increased from 6% to 7% which includes a VAT for Georgetown County.

39. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

40. Termination

Subject to the provisions below, the contract may be terminated by the County upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required sixty (60) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

c. Non-Appropriation:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

41. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law

42. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

43. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

44. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

45. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

46. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Delivery time.

47. Notice of Award

A *Notice of Intent to Award* will be mailed to all respondents.

48. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

49. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

50. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

51. Quotations to be F.O.B.: Destination

Quote F.O.B.: Destination for this competitive sealed bid. As an alternate, show exact cost for delivery.

52. Unit Prices and Extension

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

53. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

54. Delivery After Receipt of Order (ARO)

Bid must show the number of days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval has been obtained from the County.

55. Permits

The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the

Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building and Planning web page at the link below:

<http://www.georgetowncountysc.org/building/default.html>

56. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

57. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select "Bid Opportunities" from the Quick Links box, then "Bids Under Review" and double click the link under the individual bid listing.

58. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

59. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

60. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

61. Response Clarification

Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

62. Georgetown County, SC has a Local Vendor Preference Option by ordinance:

Sec 2-50. Local Preference Option

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so

requested.

3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by § 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified”. In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
6. Local preference shall not apply to the following categories of contracts: (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract; (b) Contracts for professional services except as provided for in section five (§5) above; (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference; (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

See the RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE form attached for details.

63. **Vendor Checklist**

The items indicated below **must be completed & returned** as a part of your Bid Submission package. Failure to provide these mandatory bid submission forms may result in your bid package being marked as “Non-Responsive”.

- Proposal
- Non-Collusion Affidavit
- Substitute for Form W-9
- Mandatory Bid Submittal Form
- Mandatory Exceptions Page

The successful proposer will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured. This must be on file prior to any final award.

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NON-COLLUSION OATH)

COUNTY OF: _____)

STATE OF: _____)

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____ and made oath that the Offeror Herein, his agents, servants, and/or employees, to the best of his knowledge and belief have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, not have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS

_____ DAY OF _____, 2017

 Authorized Signature of Offeror

NOTARY PUBLIC FOR THE

STATE OF: _____

My Commission Expires: _____

Print Name: _____

Address: _____

Phone Number: _____

(Note: Notary seal required for out-of-state offeror)

SUBSTITUTE FOR FORM W-9

MANDATORY BID SUBMISSION FORM

Pursuant to Internal Revenue Service Regulations, you must furnish your Taxpayer Identification Number (TIN) to Georgetown County. If this number is not provided, you may be subject to a 28% withholding on each payment.

INDIVIDUAL OR OWNER'S NAME _____

(Sole Proprietor Must Provide Individual Name along with Business Name)

LEGAL BUSINESS NAME (d/b/a): _____

ADDRESS:

(_____
(_____
(_____

9 DIGIT TAXPAYER IDENTIFICATION NUMBER (TIN)

(Individual Must Provide SS#; Sole Proprietorship may provide SS# or EIN#)

Social Security Number _____ - _____ - _____

Employer Identification Number _____ - _____

BUSINESS DESIGNATION

- | | |
|---|--|
| <input type="checkbox"/> Individual, Sole Proprietor, or Single-Member LLC | <input type="checkbox"/> C-Corporation |
| <input type="checkbox"/> S-Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Trust/Estate | <input type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Non-Profit Organization/501(a) | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Limited Liability Company: C = Corporation S = S Corporation P = Partnership | |
- (Must Circle the appropriate Tax Classification)

Exempt Payee Code (if any): _____

(Exemption codes apply only to certain entities, not individuals; IRS W-9 instructions, page 3):

PRINCIPAL BUSINESS ACTIVITY (List Type of Service or Product Provided):

MEDICAL SERVICES PROVIDER ATTORNEY/LEGAL SERVICES PROVIDER

CERTIFICATION Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person; and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. *The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid back-up withholding.*

Signature: _____

Date: _____



MANDATORY BID SUBMITTAL FORM
RFP #17-084
Storm Debris Removal Monitoring and Consulting Services

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered (4) they have read the complete Request for Bid and understands all provisions: (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

1. Name of Company submitting bid _____

2. Cost of Personnel by Discipline:

Proposer is encouraged to include other positions, with hourly rates, that may help meet FEMA guidelines and include job descriptions for each position. The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost without mark-up. The rates listed below shall be straight time rates. All hours in excess of 40 per week shall be billed at 1.5 times the straight time rate. While additional positions and rates attached are acceptable, failure to complete the table below may cause your entire bid to be marked as “non-responsive”.

Personnel by Discipline	Unit of Measure	Rate per Hour
Project Manager	Hour	\$
Operations Manager	Hour	\$
Schedule/Expeditors	Hour	\$
GIS Analyst	Hour	\$
Field Supervisor	Hour	\$
Environmental Specialist	Hour	\$
Debris Collection Monitors	Hour	\$
Disposal Site/Tower Monitors	Hour	\$
Exit Site Monitors	Hour	\$
Load Ticket Data Entry Clerks (QA/QC)	Hour	\$
Data Manager	Hour	\$
Safety Manager	Hour	\$
Aerial Photographer	Hour	\$
Billing/Invoice Analysts	Hour	\$
FEMA Specialist	Hour	\$
Grants Management Consultant	Hour	\$

Clerical/Administrative Assistant	Hour	\$
Other Positions/Fees (Specify)	Hour	\$
Other Positions/Fees (Specify)	Hour	\$
Other Positions/Fees (Specify)	Hour	\$

3. Any costs must remain valid ninety (90) days from bid opening date.

4. Contact Address: _____

5. Contact Person _____

6. Telephone Number _____ Fax Number _____

7. E-Mail address _____

8. Remittance Address: _____

9. Accounting Contact _____

10. Telephone Number _____ Fax Number _____

11. E-Mail address _____

12. FEIN or Social Security Number: _____

13. List three (3) references of customers (preferably municipalities/commerical) who are currently utilizing the equipment being offered and can offer an opinion of the equipment and service.

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	

E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	

Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

14. SUSPENSION AND DEBARMENT

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

15. If the bid is accepted, the required Contract must be executed within fifteen (15) days after receipt of written notice of formal award of Contract.

16. Will you honor the submitted prices and terms for purchase by other departments within Georgetown County and/or by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

Yes No

17. ACCEPTANCE OF REQUEST FOR PROPOSAL CONTENT:

The contents of the successful IFB/RFQ/RFP are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

18. RENEWAL OF CONTRACT

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Georgetown County Council and appropriation by them of the necessary money to fund said contract for each succeeding year.

19. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the vendor listed below will provide a “drug-free workplace” as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

Yes No

20. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor’s submittal to be declared null and void.

21. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Invitation for Bid No. 17-084 were received.

22. MINORITY PARTICIPATION [INFORMATION ONLY]

(a) Is the bidder a South Carolina Certified Minority Business?

Yes No

(b) Is the bidder a Minority Business certified by another governmental entity?

Yes No

If so, please list the certifying governmental entity: _____

(c) Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

Yes No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____%

(d) Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?

Yes No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?

_____ %

(e) If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

23. **ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008):** (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

24. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:**

Contractor will indemnify and hold harmless the County and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or

omission of the Contractor, and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable. In any and all claims against the County or any of their agents or employees by an employee of the Contractor, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for Contractor under the workman's compensation acts, disability benefit acts, or other employee benefit acts. The obligation of Contractor under this paragraph shall not extend to the liability of the County or its agents or employees arising out of the reports, survey, change orders, designs, or specifications.

25.

INFORMATION ONLY:

- Our company accepts VISA government procurement cards.
If yes, list any upcharge for P-Card Payment? _____
- Our company does not accept VISA government procurement cards.

29. Printed Name of person binding bid _____

30. Signature (X)_____

31. Date _____

NOTE: THE ENTIRE BID PACKET NEED NOT BE RETURNED. Please be sure to provide the requested number of copies of all offeror provided attachments. Thank you.

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EXCEPTIONS PAGE

MANDATORY BID SUBMISSION FORM

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation. If none, write "NONE".



STATE OF SOUTH CAROLINA)
GEORGETOWN COUNTY)

EMERGENCY)
SERVICES)
CONTRACT)

This AGREEMENT is made and entered into between the COUNTY OF GEORGETOWN, a political subdivision of the State of South Carolina, whose Administrative Office is located at 129 Screven Street, Georgetown, S.C. 29440 (“County”), and _____ whose Administrative Office is located at _____. This Contract for Emergency Services (“Contract”) is dated this ____ day of _____ 2017 and shall have an Effective Date of the ____ day of 2017, (the “Effective Date”).

1. GENERAL TERMS OF CONTRACT

1.1. Headings: Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.

1.2. Time of Performance: The timely performance by Contractor of the services described in this Contract is of the essence, and shall commence on the Effective Date. Failure to perform timely, except for cause occasioned by Act of God, shall permit County to declare this Contract voided and of no further effect.

1.3. Arbitration: This contract is not subject to arbitration.

1.4. Dispute Resolution: If the parties hereto cannot settle any difference arising between them without litigation, any such litigation shall take place in the South Carolina Circuit Court in Georgetown, South Carolina.

1.5. Merger, Amendment, and Waiver: This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between County and Contractor concerning the scope of work described herein. The Scope of Services described in this Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of County and Contractor. Forbearance by County from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle Contractor to rely upon such forbearance in the event of another similar breach by Contractor of the terms of this Contract. Any variance to the terms of this Contract shall be attached as an Exhibit hereto, and shall have effect as from the effective date thereof as set forth on such Exhibit.

1.6. Compliance with EEOC and other State and Federal Laws: To the extent set forth in the respective statutes, Contractor shall comply with the provisions of:

1.6.1. Title VII of the Civil Rights Act of 1964;

1.6.2. Age Discrimination in Employment Act of 1967;

1.6.3. Title I of the Americans with Disabilities Act of 1990;

1.6.4. Equal Pay Act of 1963;

1.6.5. Fair Labor Standards Act of 1938;

1.6.6. Immigration Reform and Control Act of 1986; and

1.6.7. South Carolina Wages Act, S.C. Code § 37-10-10 et seq..

1.6.8 South Carolina Worker's Compensation Act, S.C. Code § 42-1-10 et seq.

1.7. By entering into this Contract, Contractor affirmatively warrants that Contractor is currently in compliance with such laws, and further warrants that during the term of this Contract, Contractor shall remain in compliance therewith.

2. SCOPE OF SERVICES:

2.1. Contractor shall perform those tasks set forth in Exhibit "A" that is attached hereto and is incorporated herein by reference, within the time limits set forth therein. If any term of the Scope of Services set forth on Exhibit "A" shall conflict with the terms of this Contract, then such term as set forth on Exhibit "A" shall not bind County.

2.2. All services to be performed by Contractor under this Contract shall be performed within the lesser of (a) the term set forth on Exhibit "A"; or (b) the expiration of five (5) years after the Effective Date of this Contract; whichever is the lesser period of time.

3. PAYMENT FOR SERVICES:

3.1. The costs of services are set forth in Exhibit "B" of this Contract. Contractor's invoice to County will be on a basis of net 30 days after receipt by County of invoice. Invoices in respect of necessary services rendered by Contractor after a notice of termination, as set forth herein shall be fully payable by County as if this Contract continued in full force and effect.

3.2. Payment for services not included in the Scope of Services constitute additional charges to County, at rates and intervals to be agreed between County and Contractor in a written instrument executed prior to the performance of such services.

4. WARRANTIES OF CONTRACTOR AND COUNTY:

4.1. County warrants that:

- 4.1.1. County has the lawful authority required under State law and County's Ordinances to enter into and perform this Contract;
- 4.1.2. County shall not offer employment to any employee of Contractor for a period of two (2) years after the termination, except for cause, of this Contract.

4.2. Contractor warrants that Contractor has:

- 4.2.1. All necessary licenses and consents required for Contractor to enter into and fully perform the Scope of Services set forth on Exhibit "A", and is in good standing in the State of South Carolina;
- 4.2.2. All required insurances, including Worker's Compensation Insurance and General Liability Insurance, to indemnify County against any and all claims arising under or as a result of the performance of this Contract;
- 4.2.3. No conflict of interest with any other contract with a third party that might cause a claim to arise against County by the entry into or performance of this Contract by Contractor.

4.3. Contractor warrants that Contractor shall throughout the term of this Contract:

- 4.3.1. Perform all tasks required under the Scope of Services with a degree of skill and care of reputable members of the same profession in South Carolina;
- 4.3.2. Maintain all insurances required by law or this Contract, to include but not limited to, worker's compensation, premises liability, and general liability coverage in those amounts set forth on County's invitation to bid or Request For Proposal, that formed the basis of the Scope of Services of this Contract.
- 4.3.3. Properly withhold from all wages, commissions, salaries, and fees paid by Contractor to third parties or employees, agents, or sub-Contractors of Contractor, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;
- 4.3.4. Ensure that any third party, employee, agent, or sub-Contractor of Contractor shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;
- 4.3.5. Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552;
- 4.3.6. Make no offer of employment to any County employee for a period of two (2) years after the termination of this Contract.

5. OWNERSHIP OF PROJECT MATTER:

Unless otherwise agreed between County and Contractor, and approved by County's attorney:

- 5.1. All plans, reports, surveys, and other professional work product of Contractor concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of County during and at the completion or termination of this Contract;
- 5.2. All materials supplied or loaned by County to Contractor during the term of this Contract shall remain the property of County;
- 5.3. All intellectual property provided to County by Contractor and originating from this Contract shall become and remain the property of County, and Contractor shall not, without the written consent and license from County, use such intellectual property for another commercial purpose;
- 5.4. County shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by Contractor in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

6. EARLY TERMINATION OF CONTRACT:

County and Contractor shall have the right, upon sixty days written notice, to terminate this Contract, and thereafter County shall have no obligation to pay for services provided to County except up to the effective date of termination of this Contract. In the event Contractor exercises its right to terminate this Contract, Contractor will not cease services for a reasonable period of time, not to exceed One-Hundred Twenty days, to allow County to procure another Contractor.

7. NON-APPROPRIATION:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

8. INDEPENDENT CONTRACTOR STATUS:

Contractor shall not, by entering into this Contract, become a servant, agent, or employee of County, but shall remain at all times an independent Contractor to County. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between Contractor and County, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

9. WAIVER OR FOREBEARANCE

Any delay or failure of County to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of County's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on Contractor under this Agreement shall be waived and no breach by Contractor shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

10. NOTICES TO PARTIES:

All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

10.1. To County:

10.1.1.

Mr. Kyle Pruffer, Procurement Officer
Georgetown County
Post Office Box 421270
Georgetown, SC 29442-1270

10.2. To Contractor:

10.2.1.

10.3. Form of Notice: All notices required or permitted under this Contract shall be effective:

- 10.3.1. On the third (3rd) business day after mailing by depositing the notice in the United States Mail, first class postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or
- 10.3.2. On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

11. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

Contractor will indemnify and hold harmless the County and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the Contractor, and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable. In any and all claims against the County or any of their agents or employees by an employee of the Contractor, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for Contractor under the workman's compensation acts, disability benefit acts, or other employee benefit acts. The obligation of Contractor under this paragraph shall not extend to the liability of the County or its agents or employees arising out of the reports, survey, change orders, designs, or specifications.

12. TITLE VI COMPLIANCE:

Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcounty.org>.

13. COUNTERPARTS:

To facilitate execution, this Agreement may be executed, including electronically, in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

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IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed to be an original on the Effective Date first above written. To facilitate execution, this Agreement may be executed, including electronically, in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

WITNESS:

COMPANY NAME

By: _____

Its: _____

Sample

COUNTY OF GEORGETOWN

By: _____

Johnny Morant, Chair
Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

**EXHIBIT A
SCOPE OF SERVICES**

Sample

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**EXHIBIT B
PAYMENT FOR SERVICES**

1) Any resulting contract will be for “Emergency Activation Only” to provide for emergency response recovery. Georgetown County will incur no expense except in the case of emergency activation.

2) Upon delivery and acceptance of the equipment and/or services in the Scope of Services, the contractor shall submit an invoice, detailing the appropriate charges.

Upon receipt of invoice and upon final inspection and acceptance of the equipment and/or services, the County will render payment within thirty (30) days. Invoices shall be submitted to:

County of Georgetown
Accounts Payable
P.O. Box 421270
Georgetown, SC 29442-1270

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

3) South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the 7% SC sales tax on all applicable purchases.

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