



**Jasper County, South Carolina**

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**RFP: DDMR-2024**  
**DISASTER DEBRIS MANAGEMENT AND RECOVERY SERVICES**

**DUE: 3:00 PM Thursday, July 25, 2024**

**MAIL RESPONSE TO:**

Kimberly Burgess, Director of Administrative Services  
Jasper County  
P. O. Box 1149  
Ridgeland, SC 9936

**DELIVER RESPONSE TO:**

Kimberly Burgess, Director of Administrative Services  
Jasper County Finance Department  
Suite 304  
358 Third Avenue  
Ridgeland, SC 29936

**DIGITAL DELIVERY VIA:**

Jasper County Vendor Registry

## **A. OVERVIEW**

Jasper County, South Carolina (the "County") is requesting proposals from qualified individuals/firms for the clean-up, demolition, removal, reduction and disposal of debris as directed by the County in order to provide disaster recovery services. It is the intent of Jasper County to enter into a pre-event contract, which would result in no immediate cost to Jasper County and would be in effect for a period of three (3) years after which the pre-event contract may be renewed annually for two (2) additional years. Jasper County reserves the right to enter into an intergovernmental cooperative agreement with any political subdivision within the boundaries of Jasper County, and as such, give the right of said agencies to coattail the contract with the awarded Firm.

This solicitation does not commit Jasper County to award a contract, to pay any costs incurred in the preparation of proposals submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so. Questions regarding this solicitation must be submitted via email to Kimberly Burgess, Director of Administrative Services at [kburgess@jaspercountysc.gov](mailto:kburgess@jaspercountysc.gov) or Russell Wells, Director of Emergency Services, at [rwells@jaspercountysc.gov](mailto:rwells@jaspercountysc.gov) no later than 5:00 PM Thursday, July 11th, 2024. Answers to all questions will be posted on the Jasper County Vendor Registry website as an addendum to this RFP.

## **B. SCOPE OF WORK**

The County is requesting proposals from experienced firms to enter into a pre-event contract at no immediate cost to the County for the following services. Contractors shall provide clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the County in order to eliminate immediate threats to the public health and safety. Also required is the elimination of immediate threats of significant damage to improved public or private property and that which is considered essential to ensure economic recovery of the affected community. Contractors shall also provide disaster recovery technical program management assistance to County officials. One or more proposers may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. This shall be a three (3) year contract utilized on an "as needed" basis with the option to renew for an additional two (2) year period upon the mutual consent of both parties.

*The work to be undertaken includes, but is not limited to:*

- A. Emergency Road Clearance: Removal of debris from the primary transportation routes as directed by the County.
- B. Debris Removal from Public Property: Removal of debris from public rights of way. Removal of debris beyond public rights of way as necessary to abate imminent and/or significant threats to the public health and safety of the community.

- C. Debris Removal from Private Property: Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed by the County, will accomplish the removal of debris from private property. This item will be monitored for strict compliance with FEMA regulations regarding eligibility.
- D. Debris Removal from Rights of Way (ROW) with FHWA Requirements: Federal-Aid Requirements of the Federal Highway Administration's Form **FHWA-1273** titled "*Required Contract Provisions – Federal-Aid Construction Contracts*" and *FEMA FACT SHEET 9580.214*, "Debris Removal on Federal-Aid Highways, shall apply to all work performed by the Contractor or any of its Subcontractors.
- E. Debris Management Sites (DMS), formally known as Temporary Staging and Reduction Sites (TDSRS): The Contractor will prepare and maintain a sufficient number of DMS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads.
- F. All debris shall be processed in accordance with local, state and federal law, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.
- G. Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by the County in accordance with all applicable Federal, State and local laws, standards and regulations.
- H. Demolition of Hazardous or Condemned Structures that are a hazard to public health.
- I. Debris Disposal: Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State and local laws, standards and regulations.
- J. Documentation and Inspections: Storm debris shall be subject to inspection by the County. Inspections will be to insure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the County access to all work sites and disposal areas. The Contractor and the County will have in place at the DMS, personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DMS's. The Contractor will assist the County in preparation of the Federal, (FEMA), and State reports for any potential reimbursement through the training of County employees and the review of documentation prior to

submittal. The Contractor will work closely with the State Division of Emergency Management, FEMA and other applicable State and Federal Agencies to ensure that eligible debris collection and data documentation is appropriately addressed.

- K. Work Sites: The County will establish and approve all sites that the Contractor will be allowed to work. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. This condition of the work site shall be equal to or better than the original condition of the site.
- L. White goods: The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.
- M. Hazardous Stumps: The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the County Stumps will be hauled to DMS where they shall be inspected and categorized by size, in accordance with FEMA 325 Guidelines, Hazardous Stump Policy.
- N. Clean Fill Dirt: The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction by the County. This clean fill dirt shall be compacted as directed by the County.
- O. Sand Screening: The Contractor shall screen beach sand to remove eligible debris deposited by an event. This includes the pickup of debris laden sand, hauling to a processing screen located at the beach, processing the sand through the screen and returning the clean sand to the beach as directed by the County. The debris shall be removed and hauled using the costs located in Attachment I, debris removal from public property.
- P. Documentation and Recovery Process: Contractor will provide the following in addition to debris removal:
  - 1. Recovery process documentation- create recovery process documentation plan
  - 2. Maintain documentation of recovery process
  - 3. Provide written and oral status as requested by the County
  - 4. Review documentation for accuracy and quantity
  - 5. Assist in preparation of claim documentation

These costs for the documentation and recovery process shall be included in the items in the pricing attachments (Attachments I & II). Proposers shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

### C. ADMINISTRATOR

The Director of Administrative Services or his/her designee will be the Contract Administrator for this project.

### D. SELECTION COMMITTEE

Proposals will be reviewed and ranked by a County appointed evaluation committee. Those firms short listed may be selected for interviews and shall be prepared to make a scheduled presentation to a pre-appointed evaluation committee or County Council, if required.

All communications regarding this project, including questions related to this Request for Proposal, shall be submitted in writing via email to Kimberly Burgess, Director of Administration, by 5:00 p.m. on June 25<sup>th</sup>, 2019 to [kburgess@jaspercountysc.gov](mailto:kburgess@jaspercountysc.gov).

### E. SUBMISSION REQUIREMENTS

1. Submittal must **include one (1) original proposal clearly marked as original, and two (2) complete copies of the proposal response along with a completed W-9 form.** Responses must be in a sealed envelope/package containing the solicitation name and number. The individual signing the response must be an Agent legally authorized to bind the company.
2. Show solicitation number on the outside of mailing package. Jasper County assumes no responsibility for unmarked or improperly marked envelopes.
3. It is the firm's sole responsibility to ensure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. The firm must clearly mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. Jasper County reserves the right to determine whether this information should be exempt from disclosure and legal action may not be brought against the County or its agents for its determination in this regard.
5. RESPONSE FORM: All responses shall be printed in ink or typewritten. If required, additional pages may be attached. Proposals written in pencil will be disqualified.
6. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the vendor's name, address, and the solicitation name and number.

7. Qualified responses will be reviewed and ranked by an evaluation committee. Those firms short-listed may be selected for interviews and shall be prepared to make scheduled presentation to a pre-appointed evaluation committee, if required.
8. This solicitation does not commit Jasper County to award a contract, to pay any costs incurred in the preparation of RFP submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.
9. Submission Deadline and Location: Proposals must be submitted to the Jasper County Director of Administrative Services at the address listed below by 3:00 PM, Thursday, July 25<sup>th</sup>, 2024.

Kimberly Burgess  
Director of Administrative Services  
Jasper County  
P O Box 1149  
358 Third Avenue, Ste. 304  
Ridgeland, SC 29936

***A "No Response" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply.***

## **F. INSTRUCTIONS TO PROPOSER**

*The following information should be submitted in the order below:*

1. Name, address, phone number, fax number, and e-mail address of the person or firm submitting the proposal. Provide the name of the contact person and person authorized to contract for the firm.
2. The proposer's qualifications to meet the County's objectives and perform tasks listed in the proposal. This shall include the size of the firm, office location from which the service is being performed and nature of staff and equipment to be employed for each type of storm event. Indicate and list any pending legal actions.
3. List of all disaster specific experience within the last five (5) years, including project description, client name, and contact person, email and phone number. The proposer should indicate, relative to response time.
4. List of project personnel and equipment available.
5. Plan for local subcontractor participation.
6. A debris management and operations plan applicable for the scope of work.

7. References:
  - a. Minimum three letters of reference, and
  - b. Letter from Surety Company indicating Bonding Capacity.
  
8. Pricing per Attachment I and Attachment II:
  - a. Pricing per Attachment I for Debris Removal, Reduction and Disposal, and
  - b. Equipment pricing per Attachment II for first 72 hours for Clearance, Demolition of Structures, DMS Construction and Closure or other special work that maybe required by County.

**G. CRITERIA FOR EVALUATION AND AWARD**

Evaluation criteria will include but not be limited to: compliance with submission requirements; qualifications of proposer to meet the County's objectives; price proposals, proposer’s available resources, planned subcontractor participation, the proposer’s managerial/operations plan; and whether the overall approach has been adequately and technically addressed.

The successful Proposer will be selected based upon the best response offered to the County. Proposers may be requested to give an oral presentation after submission of responses, should the County find it necessary to determine which of the proposals is the best.

Evaluation Criteria: Submitted proposals will be evaluated and scored on the following criteria:

<b>Criteria</b>	<i>Points Assigned</i>
Qualifications	20
Experience/References/Past Performance	20
Price Proposals	20
Available Resources	15
Managerial & Operations Plan	15
Subcontractor Participation	10
<b>Total Points</b>	<b>100</b>

The County is not responsible for any expenses, which proposers may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs with travel, accommodations, interviews, or presentations of proposals.

**Minimum Requirements of Proposer:**

- A. Proposals shall be considered only from firms normally engaged in performing the type of work specified with this Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the proposer, the Evaluation Selection Committee shall determine whether the evidence

of responsibility and ability to perform is satisfactory. The Evaluation Committee reserves the right to reject any or all proposals.

- B. Previous experience in the performance of projects of a similar nature sufficient to ensure timely and efficient completion of any disaster project.
- C. The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required with a reasonable time.
- D. The proposer shall be an equal employment opportunity employer and shall adhere to any local, state, or federal affirmative action requirements.

### **Limitations**

- A. This request does not commit the County to the award of a contract, or to pay any costs incurred in the preparation for a response to this request.
- B. The County may or may not require the prospective proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.
- C. The County reserves the right to reject any or all proposals, to waive informalities, to request additional information, and to award a contract deemed most advantageous for the County.

## **F. SELECTION AND EVALUATION PROCESS**

Jasper County three-member selection committee will evaluate each proposal based on the stated selection criteria and determine a short list of firms. The selection committee may invite those short-listed firms to make a presentation. The short list of firms will then be ranked by the selection committee at the conclusion of the presentation interviews. The final ranking of firms and recommendation of award will be presented to County Council for final approval. The County reserves the right to reject any or all qualifications, and to waive defects, technicalities and/or irregularities in any submittal. The County reserves the right to finalize a contract based on all factors involved in the written qualification(s) submitted without further discussion or interviews.

Jasper County intends to award one contract to the highest scoring responsive, responsible firm. Proposals will be based on the highest scoring firm as outlined in the included scoring sheet, with final approval by Jasper County Council. The successful firm shall be required to execute a formal Contract at the County's offices in Jasper within ten (10) business days after request by the County. A Notice to Proceed will not be given until the time services of the Firm are necessary. Depending on necessity, the firm may not necessarily be given a Notice to Proceed during the contract term.



## H. SPECIFIC TERMS AND CONDITIONS

1. **COMPETITION:** This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing no later than five (5) business days prior to the scheduled due date and time.
2. **RESPONDANTS QUALIFICATION:** The County reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Vendor's ability to provide said services.
3. **RESPONSE WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Manager.
4. **REJECTION:** Jasper County reserves the right to reject any and all proposals, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.
5. **WAIVER:** The County reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
6. **RESPONSE PERIOD:** All responses shall be good for a minimum period of 60 calendar days.
7. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful offeror will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.
8. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Jasper County.
9. **DEBARMENT:** By submitting a qualification package, the contractor is certifying that they are not currently debarred from responding to any request for proposals by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency or subdivision of the State of South Carolina.
10. **DEFAULT:** In case of default by the Contractor, the County reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Contractor will be considered in future RFP's until the assessed charge has been satisfied.

11. **HOLD HARMLESS:** All respondents to this RFP shall indemnify and hold harmless Jasper County Government and any of their officers and employees from all suits and claims alleged to be a result of this request for proposals. The issuance of this request of proposals constitutes only an invitation to present a proposal. Jasper County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this request for proposals. Jasper County also reserves the right to seek clarifications, to negotiate with any Contractor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
12. **CANCELLATION:** In the event that this request for proposals is withdrawn or the project canceled for any reason, Jasper County shall have no liability to any respondent for any costs or expenses incurred in connection with this request for proposals or otherwise.
13. **JASPER COUNTY PURCHASING ORDINANCE:** The Request of Proposals is subject to the provisions of the Jasper County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this request for proposals in their entirety except as amended or superseded within. This ordinance can be found under Chapter 2-Administration, Article 5-Purchasing and Contracting at the website below:  
  
[https://library.municode.com/sc/jasper\\_county/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVPUCO](https://library.municode.com/sc/jasper_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVPUCO)
14. **FAILURE TO SUBMIT ALL MANDATORY FORMS:** Failure to submit all the mandatory forms from this request of proposals shall be just cause for the rejection of the qualification package. However, Jasper County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.
15. **CONTRACT AWARD:**
  - a. This solicitation and submitted documents, when properly accepted by Jasper County shall constitute an agreement equally binding between the successful Contractor and the County. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.
  - b. The successful Contractor shall be required to execute a formal agreement with the County's Procurement Office within ten (10) business days after issuance of the Notice of Award.
16. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of an agreement shall be directed to the Director of Administrative Services by calling (843) 717-3692. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to Finance Department, Director of Administrative Services, 358 Third Avenue, PO Box 1149, Ridgeland, SC 29936.

## **I. GENERAL CONTRACTUAL REQUIREMENTS**

1. **ABANDONMENT OR DELAY:** If the work to be done under this contract shall be abandoned or delayed by the Contractor, or if at any time the County shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the Contractor, the County may annul the contract or any part thereof if the Contractor fails to resolve the matter within thirty (30) days of written notice.
2. **CONTRACTOR'S COOPERATION:** The Contractor shall maintain regular communications with the Project Manager and shall actively cooperate in all matters pertaining to this contract.
3. **RESPONSIBILITY:** The Contractor shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.
4. **NON-APPROPRIATION / SUBSTITUTION PERMITTED:** If the Jasper County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.
5. **INDEMNIFICATION:** Except for expenses or liabilities arising from the negligence of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person, directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractor or occurring to any member of the public. When the County submits notice, Offeror shall promptly defend any aforementioned action.

The prescribed limits of insurance set forth herein shall not limit the extent of the Contractor's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally, the County will not provide indemnity to the successful CONTRACTOR. Failure to comply with this section may result in your request for proposal to be deemed non-responsive.

6. **FORCE MAJEURE:** The Offeror shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
7. **ARBITRATION:** Under no circumstances and with no exception will Jasper County act as arbitrator between the Contractor and any sub-contractor.
8. **PUBLICITY RELEASES:** Offeror agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The Contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. With regard to news releases, only the name of the County, type and duration of any resulting agreement may be used and then only with prior approval of the County. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Manager.
9. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Jasper County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.
10. **ASSIGNMENT:** The Contractor shall not assign in whole or in part any agreement resulting from this Request for Proposals without the prior written consent of the County. The Contractor shall not assign any money due or to become due to him under said agreement without the prior written consent of the County.
11. **AFFIRMATIVE ACTION:** The successful Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

12. **FAILURE TO DELIVER GOODS IN ACCORDANCE WITH TERMS & CONDITIONS:** In case of failure to deliver goods in accordance with the contract terms and conditions, Jasper County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Jasper County may have.
13. **TERMINATION OF CONTRACT:**
  1. Subject to the Provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the contractor.
    - i 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 thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.
    - ii Termination for Cause: Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this request for proposals shall apply.
    - iii The County shall be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination.
  2. **Non-Appropriations Clause:** Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time. Not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the County and the Contractor, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.
14. **GOVERNING LAWS:** Any contract resulting from this request for proposals shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.
15. **BONDS:** Payment and Performance Bonds are not required for this request for proposal.
16. **OWNERSHIP OF MATERIAL:** Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.

17. TYPE OF CONTRACT: This contract is an hourly rate contract.
18. INSURANCE: Jasper County will require the following remain in force at all times through the life of the contract:

Professional Liability Insurance – Minimum \$2,000,000.00 - Proof of in force insurance must be provided in the response to the request for proposal.

Other insurances:

Workers' Compensation – Statutory limits, in at least the minimum amount required pursuant to South Carolina law.

Employer's Liability--\$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit

Comprehensive General Liability -\$1,000,000 – bodily injury each occurrence

\$2,000,000 – bodily injury aggregate

\$2,000,000 – property damage each occurrence

\$2,000,000 – property damage aggregate

Products – Completed Operations - \$1,000,000 – aggregate

Business Auto Liability – Same as Comprehensive General

Liability Excess or Umbrella Liability - \$2,000,000

***Jasper County will be named as an "additional insured"***

## ATTACHMENT I - FEE SCHEDULE

### DEBRIS REMOVAL, PROCESSING AND DISPOSAL

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)	NA	NA
2	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites(DMS/TDSRS) or other disposal sites (NOTE 1 & 6)		CY
3	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites (NOTE 1 & 6)		CY
4	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)		CY
5	Vegetative and C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 2 , 3 & 7)		CY
6	Management of DMS/TDSRS (NOTE 4)		CY
7	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or		CY
8	Grinding or consolidation of C&D debris at DMS/TSDSRS		CY
9	Processing (Open Burning) of Vegetative Debris at DMS/TDSRS or Final Disposal		CY
10	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS or final disposal		CY
11	Pick Up and Haul of White Goods to Site within <b>County</b>		UNIT
12	Pick Up and Disposal of Hazardous Material		LB
13	Sand Collection and Screening (includes the pickup of debris laden sand from any location as directed by the County, and processing the sand through a screen to return the clean sand to the beach as directed by the County)		CY
14	Sand Removal and Relocation (includes hauling the collected sand to a processing screen location at the beach and returning the clean sand to the beach as direct by the County)		CY
15	Freon Management and Recycling		UNIT
16	Dead Animal Collection, Transportation and Disposal		LB
<b>Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6)</b>			
17	6-inch diameter to 11.99-inch diameter	See conversion chart	
18	12-inch diameter to 23.99-inch diameter	See conversion chart	
19	24-inch diameter to 47.99-inch diameter		STUMP
20	48-inch diameter and greater		STUMP
<b>Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9</b>			

21	Removal of hazardous hanging limbs greater than 2 inches		PER TREE
22	Removal of hazardous standing trees 6" – 12" in diameter		EACH
23	Removal of hazardous standing trees 13" – 24" in diameter		EACH
24	Removal of hazardous standing trees 25" – 36" in diameter		EACH
25	Removal of hazardous standing trees 37" – 48" in diameter		EACH
26	Removal of hazardous standing trees greater than 48" in diameter		EACH
<b>Marine Debris Removal</b>			
27	Canals, bayous and ditches		PER LF
28	Bays and other open waters		PER ACRE
29	Boat removal		PER LF

<b>The following items shall be billed on a time and material basis according to the attached schedules:</b>			
30	Emergency Road Clearance	See Equipment & Labor Rates	
31	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)		SQ/FT
32	Disaster event Generated Hazardous Wastes Abatement, Biohazardous Wastes Abatement		N/A
33	Generators, light plants, water pumps, portable toilets and other required equipment or materials		COST PLUS

**NOTES:**

1. This price assumes that DMS/TDSRS's, final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add \_\_\_\_\_ per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of DMS/TDSRS. For all distances over 30 miles add \_\_\_\_\_ per cubic yard per mile.
3. The Contractor will pay tipping fee at final disposal site(s) and back charge **County** at cost.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2–7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.
8. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.



**EXHIBIT A**

**Stump Conversion Table  
 Diameter to Volume Capacity**

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout different states during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

## ATTACHMENT II - FEE SCHEDULE

### EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	
JD 644 Wheel Loader with debris grapple	Hour	
Extendaboom Forklift with debris grapple	Hour	
753 Bobcat Skid Steer Loader with debris grapple	Hour	
753 Bobcat Skid Steer Loader with bucket	Hour	
753 Bobcat Skid Steer Loader with street Sweeper	Hour	
30-50 HP Farm Tractor with box blade or rake	Hour	
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	
3-4 Cu.Yd. Articulated Loader with bucket	Hour	
JD 648E Log Skidder or equivalent	Hour	
CAT D4 Dozer	Hour	
CAT D6 Dozer	Hour	
CAT D8 Dozer	Hour	
CAT 125 – 140 HP Motor Grader	Hour	
JD 690 Trackhoe with debris grapple	Hour	
JD 690 Trackhoe with bucket & thumb	Hour	
Rubber Tired Trackhoe with debris grapple	Hour	
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	
Rubber Tired Excavator with debris grapple	Hour	
210 Prentiss Knuckleboom with debris grapple	Hour	
Self-Loader Scraper Cat 623 or equivalent	Hour	
Hand Fed Debris Chipper	Hour	
300 – 400 Tub Grinder	Hour	
800 – 1,000 HP Diamond Z Tub Grinder	Hour	
30 Ton Crane	Hour	
50 Ton Crane	Hour	
100 Ton Crane (8 hour minimum)	Hour	
40-60' Bucket Truck	Hour	
Service Truck	Hour	
Water Truck	Hour	
Portable Light Plant	Hour	
Equipment Transports	Hour	
Pickup Truck, Unmanned	Hour	
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	
Trailer Dump, 24 – 40 Cu.Yd.	Hour	
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	
Power Screen	Hour	
Stacking Conveyor	Hour	
Off Road Trucks	Hour	

**LABOR AND MATERIAL RATES**

<b>Personnel Description</b>	<b>Unit</b>	<b>Unit Price</b>
Operations Manager	Hour	
Superintendent with truck, phone & radio	Hour	
Foreman with truck, phone & radio	Hour	
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	
Inspector with vehicle, phone & radio	Hour	
Climber with gear	Hour	
Saw Hand with chainsaw	Hour	
Laborers & Flagmen	Hour	
Public Assistance Manager	Hour	
Documentation Clerk	Hour	
Timekeeper	Hour	
HazMat Professional	Hour	
Household HazMat Inspection & Removal Crew	Hour	
Generators from 10 KW to 300 KW		
<b>Materials Description</b>	<b>Unit</b>	<b>Unit Price</b>
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	

**Notes:**

1. The Equipment, labor and material rates shown above are for tasks requested by the **County** which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. All costs will be evaluated based on a reasonableness test as well as comparison with other proposals. The grand total sum for a proposal will NOT be used as a comparison basis with other proposals.
3. Pricing includes operator, fuel, and maintenance.

The listed equipment should cover all possible equipment needs for Funding Assistance

1. Assistance in attaining Immediate Needs Funding or Grants Based on Estimates;
2. Cash flow management and disbursements by State of South Carolina Agencies or FEMA; and
3. Insurance evaluation, documentation, adjusting and settlement services.

**Grant Administration**

4. Compilation of costs associated by the appropriate category for review by FEMA and the State of South Carolina;
5. Attendance at meetings with the State and/or FEMA including applicant briefings, kick-off meetings, and project specific discussions;
6. Provide support and assistance with organizing reimbursable expenses, and additional reimbursement support for various agencies including FEMA, FHWA, HMGP, CDBG, and NRCS;
7. Provide information on eligible activities;
8. Provide support during State and FEMA audits, and provide appeal and negotiation services, if necessary.

Project Management

9. Reconstruction and long-term infrastructure planning'
10. Interim inspections, final inspections, supplemental Project Worksheet generation, and
11. Final review of all emergency and permanent work performed, including, but not limited to, reports, inspections, Project Worksheets, insurance settlements, and audit and appeal findings.

**RFP: DDMR-2024**  
**DISASTER MANAGEMENT and RECOVERY SERVICES**  
**OFFEROR'S CERTIFICATION**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Signatory (As registered with the IRS)**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**E-Mail Address**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**Federal Tax ID Number**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Sales Tax Number**

**RFP: DDMR-2024**  
**DISASTER MANAGEMENT and RECOVERY SERVICES**  
**DEBARMENT**

The vendor is certifying that they are not currently debarred from responding to any request for qualifications by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting qualifications on contracts by any agency or subdivision of the State of South Carolina.

SAM's No. \_\_\_\_\_

Cage Code. \_\_\_\_\_

DUN's No. \_\_\_\_\_

Authorized Representative (Signature)

Date

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Authorized Representative/Title (Print or Type)

**RFP: DDMR-2024**  
**DISASTER MANAGEMENT and RECOVERY SERVICES**  
**ADDENDA ACKNOWLEDGEMENT**

The vendor has examined and carefully studied the Request for Proposal and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. \_\_\_\_\_

Addendum No \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title (Print or Type)

**Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements or pricing.**

**RFP: DDMR-2024**  
**DISASTER MANAGEMENT and RECOVERY SERVICES**  
**INDEMNIFICATION**

The Bidder/Proposer will indemnify and hold harmless the Owner, Jasper County and their agents and employees from and against all claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting from the performance of the Work provided that any such claims, damages, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting there from, and is caused by any negligent or willful act or omission of the Bidder/Proposer, and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, Jasper County or any of their agents and/or employees by an employee of the Bidder/Proposer, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Bidder/Proposer under the Worker’s Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

The obligation of the Bidder/Proposer under this paragraph shall not extend to the liability of Jasper County or its agents and/or employees arising out of the reports, surveys, Change Orders, designs or Technical Specifications.

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title (Print or Type)



**RFP: DDMR-2024**  
**DISASTER MANAGEMENT and RECOVERY SERVICES**  
**CERTIFICATE OF FAMILIARITY**

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, Offeror or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

**MINORITY BUSINESS:** Are you a minority business?

- ▶ Yes \_\_\_\_\_ (\_\_\_\_ Women-owned / \_\_\_\_ Disadvantaged) *If yes, please submit a copy of your certificate with your response.*
- ▶ No \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title (Print or Type)

**RFP: DDMR-2024**  
**DISASTER MANAGEMENT and RECOVERY SERVICES**  
**DRUG-FREE WORKPLACE CERTIFICATION**

This certification is required by the Drug-free Workplace Act, Section 44-107-10 et. seq. South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids or proposals for Jasper County projects.

For purposes of this Certification, "Drug-free Workplace" is defined as set forth in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor's/ Vendor's duties under the contract. Contractor's/Vendor's employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's/Vendor's workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The Contractor's/Vendor's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:

- (a) Abide by the terms of the statement: and
  - (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after the conviction;
- (5) Notifying the using agency within ten (10) days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
- (a) Taking appropriate personnel action against the employee, up to and including termination; and
  - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

---

Contractor/Vendor Name:

---

Authorized Representative Name and Title:

---

Signature of Authorized Representative:

---

Witness (Print Name and Sign):

Note: This certification form is required for all contracts for a stated or estimated value of \$50,000 or more.

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

**RFP: DDMR--2024**  
**DISASTER MANAGEMENT and RECOVERY SERVICES**  
**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

Jasper County requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

*Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.*

**By signing this document, the Contractor/Vendor hereby certifies their commitment to assure non-discrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.**

\_\_\_\_\_  
Contractor/Vendor Name:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Authorized Representative Name and Title:

\_\_\_\_\_  
Signature of Authorized Representative:

\_\_\_\_\_  
Witness (Print Name and Sign):

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

**RFP: DDMR--2024**  
**DISASTER MANAGEMENT and RECOVERY SERVICES**  
**ANTI-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

1. He is the \_\_\_\_\_ of \_\_\_\_\_ attached proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not collusive or sham proposal;
4. Neither the said proposer, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm or person to submit collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against \_\_\_\_\_, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

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

\_\_\_\_\_ (NAME, TITLE)

Subscribed and sworn to before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

County of \_\_\_\_\_, \_\_\_\_

My Commission expires \_\_\_\_\_