



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Request for Proposals

DATE: 1/18/2023

ID Number: 2847

Title: York County Disaster Debris Management

Due Date/Time: February 15, 2023 at 11:00 a.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

Government Center Building
Room 3401
6 S. Congress St., York, SC 29745

Point of Contact: Bryant Cook, Procurement Manager
Email: procurement@yorkcountygov.com

Questions Deadline: No later than February 9, 2023 at 4:00 p.m.
Email: procurement@yorkcountygov.com

Tentative Date of Council Approval: March 20, 2023

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Description

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified and experienced firms for Disaster Debris Management for a period of three (3) years with the option to extend for up to two (2) additional one (1) year extensions.

The intent of this Request for Proposals (RFP) is to enter into a pre-event contract, which would result in no immediate cost to York County. York County reserves the right to enter into an intergovernmental cooperative agreement with any political subdivision within the boundaries of York County. This solicitation by York County will result in the selection of an experienced firm to remove and lawfully dispose of disaster-generated debris from public property and public rights-of-way, and to setup and operate Temporary Debris Staging and Reduction Sites (TDSRS) in York County immediately after a type of disaster that may generate debris.

The objective of this RFP and subsequent contracting activity is to secure the services of an experienced contractor who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. The successful offeror must be capable of assembling, directing, and managing a work force that can complete the debris management operations in a maximum of 120 days, or as prescribed by Federal, State, and Local Requirements.

Services shall include, but are not limited to: large scale debris removal, separation, staging, and disposal; demolition work, construction and demolition debris removal; hazardous waste handling; tree trimming, erection, stump grinding and removal. The Offeror may be required to supply emergency housing, power, communications, food, water, ice and other services and supplies as needed during a recovery period. Although this contract shall not be considered exclusive and York County retains the right to obtain similar services from additional Contractors, the Offeror may be called upon throughout the year to render services to assist York County with special needs and events for other than full-scale disasters.

1.2 Potential Scenarios

EVENT TYPE 1: SPOT JOBS – LOCALIZED

In this scenario, the Offeror may be called upon only to provide removal, hauling, and/or reduction by chain saw of localized woody debris. The work will most likely be assisting government resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

EVENT TYPE 2; SMALL EVENT – WIDESPREAD OR COUNTY WIDE

In this event, the Offeror may provide all necessary supervision, labor, and all equipment to clear, remove; haul, recycle, and/or dispose of all types of debris with its own resources except that government land may be provided for temporary storage. Any government land provided shall be reclaimed at the conclusion of the work. The quantity shall not be so significant as to require specialized reduction in volume such as by burning. Any debris waste (anything not recyclable) can

be disposed of at the York County Landfill or other disposal site as designated by York County, either by burning or land filling. Offerors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

EVENT TYPE 3: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING – WOODY DEBRIS ONLY – WIDESPREAD OR COUNTY WIDE

In this event the Offeror may provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site(s) designated, managed, and operated by a government agency or contractor. This event type may require the development of operations of TDSRS. Any government land provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules and regulation to qualify for this scope.

EVENT TYPE 4: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – WIDESPREAD OR COUNTY WIDE

In this event the Offeror shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch woody debris, recycle, other) and haul mixed debris to a recycling and disposal site(s) designated, managed, and operated by a government agency or contractor. This event type may require the development and operation of TDSRS. Any government land provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules and regulations to qualify for this scope.

EVENT TYPE 5: CATASTROPHIC EVENT – REMOVAL, REDUCTION, HAULING AND SEPARATING – MIXED DEBRIS – COUNTY WIDE

In this event the Offeror shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle and haul mixed debris to multiple disposal sites designated, managed, and operated by government agencies or contractor. This event type may require the development of operations of TDSRS. Any government land provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules and regulation to qualify for this scope.

EVENT TYPE 6; CATASTROPHIS EVENT – SITE MANAGEMENT – COUNTY WIDE

In this event the Offeror will be tasked to plan, set up, mobilize equipment, manage, operate, and close out one or more mixed debris management sites County Wide including burn operations. The Offeror will be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations from the beginning through the closeout of the site(s). Permitting will be in the name of the government agency. Any government land provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

1.3 Scope of Work

The qualified firm will develop and present the scope of services meeting York County's needs. The work to be undertaken includes but is not limited to the following:

A. Debris Removal from Emergency Road Clearance

Removal of debris from the primary transportation routes as directed by York County. In this role the Offeror will perform an emergency push sufficient to allow emergency vehicles to traverse the roadway. York County will determine route priorities for this push. Additionally, in preparation for an imminent threat, Offeror crews may be asked to stage outside of the area. In this case, Offerors are to provide the emergency push into York County. York County will designate roadway priorities for this push.

B. Debris Removal from Public Property

Offeror will be responsible for removal of debris from public rights-of-way and removal of debris beyond public rights-of-way as necessary to abate imminent threats to the public health and safety of the community. These areas may include vacant public lands, operational facilities, utility facilities and other land owned by York County. It may be necessary to make several trips through a neighborhood as debris is moved to the right-of-way. In this case the loads will need to be documented separately, according to the instruction of York County and the Debris Management Monitor.

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 Offeror, as directed by York County, will accomplish the removal of debris from private property. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

D. White Goods

The Offeror may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in Chapter 50 of the York County Ordinance. The Offeror will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.

E. Household Hazardous Waste

The following items are considered Household Hazardous Waste (HHW) for the purpose of this contract:

- Used oil
- Batteries
- Paint
- Aerosol spray cans
- Pesticides
- Antifreeze

- Fluorescent light bulbs
- Propane tanks (household size)

The Offeror will setup a lined containment area and separate any HHW inadvertently delivered to a debris management site. The Offeror is responsible for the removal and disposal of this hazardous material. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor. The Hazardous Materials Removal and Disposal Contractor may be the Offeror, if qualified, or a qualified Sub-Contractor.

Putrescible garbage will be collected and transported by Offeror as part of a mixed waste stream including debris from the disaster, or as instructed by York County.

F. Dead Animals

Dead animals shall be the responsibility of the Offeror to remove and dispose of at York County designated site.

G. Hazardous Tree Stumps

The Offeror shall remove all stumps that are determined to be hazardous to public access and as directed by York County. Stumps shall be hauled to TDSRS where they shall be inspected and categorized by size and inspected by FEMA Representative prior to being reduced.

H. Fill Dirt

The Offeror 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 of York County.

I. Debris Processing

Temporary Debris Staging and Reduction Site (TDSRS) – The Debris Management Team will determine the minimum number of sites required for each event. York County will designate debris management sites. The Offeror and York County will jointly select these sites. Preparation, maintenance and operation of these TDSRS facilities are entirely the Offeror's responsibility. The Offeror may also lease/own, prepare and maintain additional TDSRS facilities to accept and process all eligible debris. Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of rock 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. The Offeror will be responsible for obtaining any required permits, which shall be paid at cost by York County. At York County discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.

J. TDSRS Debris Removal Operations Plan and Environmental Protection Plan

This plan is to address site setup, pre-use activities, post use activities and operational activities. The plans also include pre and post video and other checklist to assure proper management of the site.

Once the debris management site is selected for use, the Offeror will provide a Site Management Plan.

Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

- Access to site

- Traffic control procedures

- Segregation of debris

- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower

- Location of incineration operations, grinding operation (if required); Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures

- Location of existing structures or sensitive areas requiring protection

- Restoration of site

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 York County. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods, and hazardous waste.

K. Generated Hazardous Waste Abatement

Abatement of hazardous waste identified by York County in accordance with all applicable Federal, State and local laws, standards and regulations.

L. Debris Disposal

Offeror will be responsible for disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all Federal, State and Local laws, stand and regulations. The Offeror shall be responsible for paying all landfill-tipping fees and provide all required documentation to the Debris Management Monitor needed to receive eligible reimbursement through FEMA for such fees.

Assist Debris Management Monitor in the following:

- Monitor multiple contractors and multiple trucks delivering materials to the TDSRS

- Verify that each truck and maximum capacity that delivers to the TDSRS matches its manifest ticket – truck

- Ensure truck is properly tarped when arriving at the TDSRS

- Review truck's manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure

- Maintain manifest tickets in an organized manner for proper record review and storage
- Initial load tickets before permitting truck to leave the TDSRS check-in area to empty its load
- Document location of origin of debris
- Troubleshoot questions and problems at the TDSRS and identify issues that could impact eligibility for cost reimbursements
- Remain in contact with the central office/staging operation command center
- Perform other duties as directed by York County personnel, conduct final inspections and issue closeout reports

M. Documentation and Records

Documentation and Inspections – Storm debris shall be subject to inspection by York County and their Debris Management Monitor. Inspections will be to ensure compliance with the contract and applicable local, State and Federal laws. The Offeror will, at all times, provide York County access to all work sites and disposal areas. The Offeror, York County and Debris Management Monitor will have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. The Debris Management Monitor will coordinate data recording and information management systems, including but not limited to:

- Prepare detailed estimates and submit to FEMA for use in Project Worksheet preparation
- Implement and maintain a disaster debris management system linking load ticket and TDSRS information, including reconciliation and photographic documentation processes
- Provide daily, weekly or other periodic reports for York County managers and the Debris Management Monitor, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates

The Offeror shall provide all requested information to the Debris Management Monitor that is necessary for proper documentation. York County employees reserve the right to review documentation prior to submittal. Copies of complete and accurate records required for the receipt of federal funds must be supplied to the County. The Offeror will work closely with FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies. The Debris Management Monitor will coordinate this work. Discrepancies in what is required of the Offeror must immediately be brought to the attention of the Debris Management Team.

N. Documentation and Recovery Process

The OFFEROR will provide the following assistance in addition to debris removal:

- Recovery process documentation – create recovery process documentation plan
- Maintain documentation of recovery process

- Provide written and oral status reports as requested to York County Debris Management Monitor
- Review documentation for accuracy and quantity
- Assist in preparation of claim documentation

O. TDSR Site Reclamation

Site reclamation shall be accomplished in accordance with all Federal, State and local laws, standards and regulations. Site reclamations shall be accomplished in accordance with the Offeror's Debris Removal Operations Plan and Environmental Protection Plan.

P. Work Areas

York County will establish and approve all areas that the Offeror will be allowed to work. These include Rights of Way, public land and TDSR. The Offeror will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Fill dirt and grading may be required to achieve the desired condition.

Q. Working Hours

All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSR will be allowed during visible daylight hours only between dawn and dusk. The Offeror may work during these hours, seven (7) days per week including holidays. It is understood between the parties that at the TDSR, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the Offeror deems it necessary to meet the work demand, subject to York County approval. York County approval shall consider safety and impact to surrounding land uses such as occupied residential areas. The Offeror shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use

R. Priority of Work Areas

York County will establish and approve all areas that the Offeror will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Offeror shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition.

S. Training

The Offeror will be required to conduct annual planning and training activities with York County throughout the term of the agreement. This planning and training shall include, at a minimum, preliminary TDSRS site selection, review and update debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling, and current Federal, State and local guidelines and regulations. The cost for this planning and training shall be included in the unit cost for each activity and shall be at no additional cost to York County.

T. Safety

The Offeror shall have at least one Safety Officer on duty at all times. The safety officer shall be familiar with and properly trained to perform the assigned Safety Officer duties. Training shall include, but not limited to certification in the Department of Transportation Maintenance of Traffic Standards. All work zones shall conform to Standards and all work sites/conditions shall conform to all applicable Federal, State and local safety standards.

SECTION 2 OTHER REQUIRMENTS

2.1 License

Offeror must be licensed to do business in the State of South Carolina. The Offeror must comply with the laws of South Carolina including obtaining proper licensure with this State if required to perform the specifications described in this request.

2.2 Insurance

Offeror must also provide: (1) general liability insurance coverage of at least \$1 Million per occurrence; (2) automobile liability coverage for owned, non-owned, and rented automobiles with limits of \$1 Million per occurrence; and (3) Workers Compensation and Employer's Liability Insurance in an amount equal to the South Carolina statutory limits.

All required insurance shall be placed with a carrier(s) having an A.M. Best's rating of A- or better. No deductible shall be higher than \$5,000. The County shall be named as an additional insured.

All per occurrence and annual aggregate amounts listed above must be site-specific for York County covering claims arising from the services rendered to York County under any agreement between the York County and the proposer.

All insurance must cover the proposer and all of its employees; any sub-contracted firms must have this same coverage.

SECTION 3 INSTRUCTIONS TO OFFERORS

3.1 Submission Format

The Proposal should include the following information with tabs to identify each section. Failure to submit this information will render your Proposal as non-responsive.

TAB 1: TECHNICAL APPROACH: Provide a description of the Proposer's approach to the services described in Section 1, to include startup procedures/requirements, methodology,

operations, management and billing/invoices reporting procedures to the County. Provide a copy of Proposer's schedule of services. Provide information on the managing of data collected during the contract and the systems and reporting capabilities. Provide a preliminary project timeline, including itemized deliverables and milestones.

TAB 2: QUALIFICATIONS OF THE FIRM: Provide a description and history of the firm along with information related to previous experience of providing services similar in nature, size and scope to those outlined in section 1 of this document. Provide at least three (3) references for which the firm has performed services within the past five years that are similar to the requirements in the Scope of Services outlined herein of this document. The three references should be active clients and reference letters must also include a summary of the project scope, price, contact name and information. Respondent shall provide a narrative clearly addressing their qualifications for the project, and acknowledgment of project scope and compliance of the timeline. The respondent will provide the background information including any contact information required to confirm respondent's stated qualifications and experience.

TAB 3: QUALIFICATIONS OF STAFF: Provide an organization chart, resumes, and summary of staff qualifications along with key staff pertaining to the contract. Key staff's experience demonstrating current capacity and current expertise in the scope of work outlined in Sections 1 and 2 of this document. Provide education, certifications, or special training of key staff members who would be assigned to the contract.

Service Capabilities: Provide a description of your team, proximity to York County and how resources would be deployed and from what locations.

Subcontractors: The proposal must provide full and complete information for any subcontractor to be involved in this project, to allow the county the ability to assess the qualifications and experience of each subcontractor.

COST PROPOSAL FORM(Submitted separately from the proposal): A separate Cost Proposal PDF must be uploaded under submit response in the GetAll portal. Respondent shall include the total cost for a turnkey project as specified in this RFP with itemized detail included herein as COST PROPOSAL FORM. Describe invoicing based on project milestones.

3.2 Preparation of Proposal

All proposals should be complete and carefully worded and must convey all information requested by York County. If errors are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the evaluating committee will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials and documentation shall be available in a clear, concise form. If additional information is required, Offeror shall supply additional materials as needed for the evaluating committee's internal use. York County reserves the right to reproduce proposals for internal use in the evaluation process.

All proposals shall provide a straight-forward, concise description of Offeror's ability to satisfy the requirements of the RFP.

All documentation submitted with the proposal should be in a single volume excluding the cost proposal, which must be submitted separately in a different PDF under Cost Proposal in the GetAll portal as to be evaluated after all other sections have been evaluated and scored.

If a proposal includes any documents or comment(s) over and above the specific information requested in this RFP, such material must be uploaded under other files in the GetAll portal.

Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

3.3 Submitting Redacted Copy

Proposals received by York County are considered public documents under the provisions of the South Carolina Code of Laws, Section 30-4-40, Freedom of Information Act (FOIA). If proposal includes information marked as Confidential, "Trade Secret," or "Protected", Offeror must also submit one complete digital copy in PDF format, of the proposal from which Offeror has removed or concealed such information (redacted copy). The redacted copies should (1) reflect the same pagination as the original, (2) show the empty space from which information was redacted. Except for the information removed or concealed, the redacted copies must be identical to the original proposal, and the Procurement Officer must be able to view, search, copy, and print the redacted digital copy without a password. Marking the entire proposal as Confidential/Proprietary is not in conformance with the South Carolina Freedom of Information Act absent explanation providing an exemption under Section 30-4-40

3.4 Submittal

Online submittal: Electronic submittals shall be uploaded in PDF format via the [Getall](#) online portal. To ensure that an electronic submittal is received by the due date and time, it is recommended that submittals are uploaded allowing sufficient time prior to deadline. An email confirmation of submittal will be received after clicking on the Confirm Bid button in the GetAll system. If confirmation email is not received, contact GetAll support at support@getall.com to confirm submittal was successful. The Offeror shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

For step by step instructions on how to submit a response select Help and then Quick Reference in the [Getall](#) portal:

3.5 Intent

It is the intent and purpose of York County that this Request permits competition. It must be the Offeror's responsibility to advise York County if any language, requirements, etc., or any combinations thereof, inadvertently limits the requirements stated in this request to a single source.

It is also the intent of this Request to give equal consideration to all Offerors. While evaluating each Proposal; price and service will be factors in making a purchasing decision.

3.6 Additional Information

York County reserves the right to reject any or all responses, waive any technicalities and select the Offeror who is determined to best meet the needs of the County for this Request.

To assure clarity, all Offerors may contact the appropriate county officials as listed in the Inquiries section of this solicitation, via the Getall portal and ask pertinent questions regarding the requirements/specifications of this Request. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Proposals will be given consideration unless otherwise specified on cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website www.yorkcountygov.com. Each Offeror must acknowledge receipt of such addenda in the space provided in the Proposal document. In case any Offeror fails to acknowledge receipt of such addenda or addendum, the Proposal will nevertheless be construed as though it had been received and acknowledged and the submission of the Proposal will constitute acknowledgement of the receipt of same. It is the responsibility of each Offeror to verify that he/she has received all addenda issued before Proposals are opened. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.7 Inquiries

General questions about this solicitation should be submitted through the [Getall](#) portal, by selecting the questions icon in the corresponding Q&A column.

SECTION 4 EVALUATION, AWARD, AND CONTRACT

4.1 Evaluation of Proposals

The Offerors' proposals will be evaluated by a committee comprised of county officials and key personnel with experience and knowledge of services and contracts of this scope and nature. The Offerors' approach, past performance, personnel experience/project team, experience in the services outlined in Section 1 of this document, in addition to the merits of the Proposal and costs are the general Evaluation Criteria. Each committee member will independently evaluate these criteria excluding the cost. Once the committee has evaluated each proposal, the score will be tallied. Lastly, the Cost Proposal will be opened and factored into the final scores. Scoring Criteria will be the following weighted factors: Approach 30%, Qualifications 25%, Key Personnel 25%, Cost 20%.

York County reserves the right to reject any and all Proposals at any time prior to award; and to waive informalities and minor irregularities, and request additional information or clarifications in the evaluation of responses received. York County shall select the offer that best serves the interest of York County; Offerors are advised to provide all pertinent information required by the Proposal in their response.

4.2 Presentations

York County may require oral and visual presentation from those firms that are ranked or short-listed. This shall be done at York County's sole discretion when it feels presentations are essential as part of the evaluation process. It is the intention of York County to short list three (3) firms and rank each of them according to the most qualified firm with a Proposal and presentation that best suit the needs of York County.

4.3 Award

The County shall award this contract to the highest scoring Offeror who best meets the terms and conditions of the Proposal. The award will be made on basis of evaluation of Proposals, cost and presentations when applicable.

Upon review of Proposals for responsiveness, and satisfaction that the Offeror is responsible, then upon approval of the York County Council, a Purchase Order will be issued to that best suited Offeror.

4.4 Terms of Contract

The contract term shall be for three (3) years, with two optional annual renewals of one (1) year each.

The Contract must be valid from the date of the initial execution and must remain valid for the duration of term mentioned above.

Breach or non-performance of any Contract term must constitute cause upon which the County may immediately terminate the Contract by written notice. A waiver by the County of any breach or non-performance of any term of this agreement must not operate as a waiver of any subsequent breach or non-performance.

4.5 Termination of Contract

a. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.

b. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of York County without the required (30) days advance written notice, then York County must negotiate reasonable termination costs, if applicable.

c. Cause: Termination by York County for cause, default or negligence on the part of the Offeror must be excluded from the foregoing provisions; termination costs, if any must not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein must apply.

d. Default: In case of default of Offeror, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Offeror with any excessive costs.

4.6 Non-Appropriation Clause

Notwithstanding any other provision of this request/agreement, all obligations of the County under this solicitation which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

4.7 Protest

This option is available to any actual Offeror, contractor or subcontractor aggrieved in connection with the intended award or award of a contract via protest to the appropriate procurement officer within seven days, but not thereafter, of the date notification of award is posted. The first step in this process must be formally addressed to the Procurement Director after the award decision, and subsequently progress to the County Council in the event that a mutual agreement cannot be obtained in the remedy of the award decision.

SECTION 5 TERMS AND CONDITIONS

5.1 Acceptance and Deviations

Each Offeror must meet all of the specifications and proposal terms and conditions. By virtue of the proposal submission, the Offeror acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the Proposal. Non-substantial deviations may be considered provided that the Offeror submits a full description and explanation of and justification for the proposed deviations titled Exceptions. Whether any proposed deviation is non-substantial will be determined by York County in its sole discretion.

5.2 General Requirements

All Offerors including the employees of the Offeror must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. Contracts entered into on the basis of submitted proposal responses are revocable if contrary to law. Contracts for work resulting from this request will obligate the Offeror to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

5.3 Title VI of the Civil Rights Act of 1964

Offerors shall comply with Title VI of the Civil Rights Act of 1964. York County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE).

5.4 Conflict of Interest

The successful firm shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the firm shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after his/her termination of employment with York County.

5.5 Indemnification and Hold Harmless

The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees. The County shall not be precluded from receiving the benefits of any insurance the firm may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

5.6 Drug-Free Workplace

During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the request.

5.7 Applicability/Jurisdiction of South Carolina Law and Courts

Upon award of a contract under this request the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that

applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the firm agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

5.8 Certificate of Insurance

Once selected, the successful firm will be required to provide proof of insurance to include workers compensation, employer's liability and general liability prior to commencing work.

5.9 Assignment

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

5.10 Ownership of Material

All proposals and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this solicitation and including correspondences relating to this solicitation shall, belong exclusively to York County.

5.11 Prime Responsibilities

The successful firm will be required to assume sole responsibility for the complete effort as required by this solicitation. York County will consider the successful firm to be the sole point of contact with regard to contractual matters.

5.12 Subcontracting

If any part of the work covered by this solicitation is to be subcontracted, the successful firm shall identify the subcontracting organization and the contractual arrangements made there with. All subcontractors must be approved by York County. The successful firm will also furnish the corporate or company name.

5.13 Records Retention and Right to Audit

The County shall have the right to audit books and records of the successful firm as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The County may conduct, or have conducted, performance audits of the successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, successful firm shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the successful firm shall be made available for auditing purposes at no cost to the County.

5.14 Public Access to Procurement Information

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this SOLICITATION which is deemed privileged and confidential by the Offeror, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of the Offeror supplying the information. All Offerors, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their proposal which such Offerors consider to contain proprietary or other privileged information. Additionally, all Offerors shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their proposal which Offerors deem to be so exempt and shall further be solely responsible for any consequences that might arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. York County hereby disclaims any responsibility for not disclosing information identified by any Offeror as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Offeror's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Offeror must identify specific parts of the proposal package as confidential. Failure to do so or to mark the entire proposal package as confidential may result in disclosure of that information.

NOTE: A redacted copy if applicable, must be uploaded under submit response in the GetAll portal.

5.15 Non-Collusion Proposal Certification and Disqualification

By submission of a proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed prior to the proposal opening, directly or indirectly, to any other Offeror or to any competitor.

No attempt has been or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition

One Proposal: Only one Proposal from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that an Offeror submitted more than one Proposal for the work involved, all Proposals submitted by that Offeror will be rejected.

5.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Offeror certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or

agency. It further agrees by submitting this qualification statement (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Offeror or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/proposal.

5.17 Certification Regarding Immigration Reform and Control

The Offeror certifies, by submission of this document or acceptance of a contract, that all Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this proposal, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages. The Contractor certifies that, should it be awarded a contract by the County, the Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. The Contractor further certifies that it will remain in compliance throughout the term of the contract. At the County's request, the Contractor is expected to produce to the County any documentation or other such evidence to verify the Contractor's compliance with any provision, duty, certification, or the like under the contract. The Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

5.18 Chain of Communication

To ensure the integrity of the competitive process, a strict chain of communication shall apply to each Invitation for Bids, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Offerors or its agents may not communicate by any means, directly or indirectly, with York County public officials, employees, its agents, or representatives or any person not otherwise listed on this document, regarding any aspect of this procurement activity. All communications must be solely with the Procurement Officer. In the sole determination of the Procurement Officer and/or York County, violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

5.19 Prohibition of Donations and Gratuities

Offerors are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Offeror represents that his/her offer discloses any gifts made, directly or through an intermediary, by the Offeror or the Offeror's named subcontractors or subconsultants to or for the benefit of York County, its agents, or representatives during the period beginning eighteen months prior to the Opening Date. No Offeror, or any person, firm, or corporation employed by the Offeror in the performance of this request, may offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee.

COST PROPOSAL FORM

(One copy to be submitted as a separate document from the proposal)

A. Price

NOTE: Respondents are to make no changes to the table below and are to fill it out completely. Values must be provided for all categories below or your response may be deemed non-responsive.

1. Right-of-Way Vegetative Collection Rate

Vegetative debris collected from public or private right-of-way (ROW) and improved public lands, hauled to, and dumped at the debris management site(s). This includes the removal, collection, hauling, and disposal of all stumps less than 24 inches in diameter and any stumps not originating in the ROW (including stumps removed by third parties and placed in the ROW)

0 – 15 miles \$ _____
16 – 30 miles \$ _____
31 – 60 miles \$ _____

2. Private Property Vegetative Collection Rate

Vegetative debris collected from private property, hauled to, and dumped at the debris management site(s). This includes the removal, collection, hauling and disposal of all stumps less than 24 inches in diameter and any stumps not originating in the ROW (including stumps removed by third parties and placed in the ROW)

0 – 15 miles \$ _____
16 – 30 miles \$ _____
31 – 60 miles \$ _____

3. Public Right-of-Way Construction and Demolition Collection Rate

Construction and demolition debris collected from designated work zone, hauled to, and dumped at the debris management site(s) or other designated location.

0 – 15 miles \$ _____
16 – 30 miles \$ _____
31 – 60 miles \$ _____

4. Cutting Partially Uprooted or Split Trees (Leaners)

Removing fallen, partially uprooted, or split trees from the ROW or the overhanging portion of the ROW and placing the debris in the ROW for haul-off.

Partially Uprooted Leaner (Price is inclusive of excavating the root ball and placing it in the ROW)
(Diameter of tree at 2 feet from base)

Less than 24 inches \$ _____ per tree
24-36 inches \$ _____ per tree
Greater than 36 inches \$ _____ per tree

Spit Leaner (No exposed root ball) (Price is inclusive of flush cutting the tree trunk)
(Diameter of tree at 2 feet from base)

Less than 24 inches \$ _____ per tree
24-36 inches \$ _____ per tree
Greater than 36 inches \$ _____ per tree

Removal of Dangerous Hanging Limbs (Hangers)

Removal of hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for haul-off.

\$ _____ per tree

5. Demolition and Collection Rate

Demolish identified structures in designated work zone. Remove C & D debris from designated work zone, hauled to, and dumped at the debris management site(s) or other designated location.

\$ _____ per cubic yard

6. Hazardous Stump Removal and Collection Rate

Removal and collection of stumps partially uprooted in the ROW. Stumps will be identified and certified in the ROW by York County or its representative. Stumps will be hauled to and dumped at a debris management site(s) or other designated location.

Diameter of Stump at 2 feet from base

24-36 inches \$ _____ per stump

36-48 inches \$ _____ per stump

Greater than 48 inches \$ _____ per stump

7. Stump Removal and Collection Rate

Removal and collection of stumps brought to the ROW. Stumps will be hauled to and dumped at a debris management site(s) or other designated location according to FEMA guidelines for conversion of stumps to cubic yards.

\$ _____ per cubic yard

8. Sand Collection (Public Property) and Screening Rate

Removal and collection of debris-laden sand from public property. Debris-laden sand will be hauled to a designated location screened, and stockpiled at a debris management site(s). (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location.)

\$ _____ per cubic yard

9. Sand Collection (Private Property) and Screening Rate

Removal and collection of debris-laden sand from private property. Debris-laden sand will be hauled to a designated location screened, and stockpiled at a debris management site(s). (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location.)

\$ _____ per cubic yard

10. Backfill

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

\$ _____ per cubic yard

11. Reduction of vegetative debris via burning at debris management site(s) or other designated location

\$ _____ per cubic yard

12. Reduction of vegetative debris via grinding at debris management site(s) or other designated location

\$ _____ per cubic yard

13. Reduction of C & D debris at debris management site(s) or other designated location

\$ _____ per cubic yard

14. Haul –out of reduced vegetative debris

\$ _____ per cubic yard

15. Haul C & D debris to final disposal site

\$ _____ per cubic yard

16. Marine Debris Removal

Removal of storm generated debris from marine environments including streams, lakes, and waterfronts.

\$ _____ per cubic yard

17. Bank Restoration

Perform river and lake shoreline restoration to include any necessary excavation, compaction, fill, and backfill of embankment soils and materials to restore banks to preexisting conditions insofar as possible.

\$ _____ per cubic yard

18. Derelict Vessel Removal

Removal of sunken and derelict vessels from marine environment

Marine Base Salvage Operations

\$ _____ per linear foot

Land Based Salvage Operations

\$ _____ per linear foot

*Special Considerations: Large vessels, houseboats or vessels within environmentally sensitive areas may require unexpected additional effort and further negotiation may be allowed on a case by case basis.

19. Removal of storm-damage vehicles and vessels from post-disaster environments including towing and aggregation

Transfer/Tow of typical passenger car

\$ _____ per vehicle

Transfer/Tow and Hauling of recreational vessels up to 24'

\$ _____ per vessel

Operation of secure aggregation site for vehicles and vessels

\$ _____ per day

Storage of each light and medium duty vehicle and/or vessels

\$ _____ per day

*Special Consideration: Large vehicles, trucks, buses, vessels, houseboats or vehicles/vessels within environmentally sensitive areas may require unexpected additional effort and further negotiation may be allowed on a case by case basis.

20. Hazardous Waste Removal and Bio-hazards

Hazardous Waste/HHW Removal

\$ _____ per pound

Dead Animal Collection

\$ _____ per pound

B. Acknowledgement of Addenda

Offeror hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.
Addendum No. _____, dated _____.
Addendum No. _____, dated _____.

C. Signature Page - OFFERORS MUST COMPLETE AND SIGN THE FORM BELOW

The submittal must be signed by an authorized representative of the Offeror accepting all terms and conditions contained in this document and any addenda. Modifying the terms and conditions of this solicitation may result in your response being rejected.

COMPANY NAME

COMPANY TELEPHONE NUMBER

COMPANY ADDRESS

COMPANY FAX# (IF APPLICABLE)

CITY, STATE, ZIP+4

EMAIL ADDRESS

AUTHORIZED SIGNATURE

FEDERAL ID#

PRINT NAME

DATE

Minority Status

- _____ Not Minority Owned
- _____ African American Male
- _____ Caucasian Female
- _____ African American Female
- _____ Aleut
- _____ Eskimo
- _____ East Indian
- _____ Native American
- _____ Asian
- _____ Other (Please Explain)