

**RFP Number**  
**26-12**  
**A Request for Proposal for the**  
**County of Spartanburg, South Carolina**

**Sealed Proposals** must be delivered to the Office of Purchasing, Office address below, or mailed to the mailing address below. Facsimile and other electronic forms of Proposal will not be accepted. All sealed Proposals must be received by **11:00am, EST, December 20, 2011**, and then will be publicly opened. Sealed Proposals are subject to the conditions and all provisions set forth herein and attached. All qualified Proposer's are invited to submit Proposals to Spartanburg County for the following:

**SPARTANBURG COUNTY DEBRIS MANAGEMENT AND  
REMOVAL SERVICES**

Description of project: Pre-event contract for Debris Management and Removal

**Submit:** One (1) unbound original and three (3) unbound copies of the Proposal, no tabs, must be received on or before **11:00am, EST, December 20, 2011**.

**Address To:** Spartanburg County Government  
Office of Purchasing  
Room 1220  
Attention: Lisa Coleman, Interim Director of Purchasing

**Mailing Address:** P.O. Box 5666  
Spartanburg, South Carolina 29304

**Office Address:** 366 North Church Street  
Room 1220  
Spartanburg, South Carolina 29303

**Mark Envelope:** Outside of sealed Proposal envelope must be marked:  
RFP # 26-12 "SPARTANBURG COUNTY DEBRIS MANAGEMENT AND  
REMOVAL SERVICES" Followed by your firm name and address.

**Deadline Enforced**

**Proposals or withdrawal requests, delivered after the time and date set for receipt of Proposals, are late and will NOT be accepted. Late Proposals will be void and returned unopened to the Proposer, regardless of when they were mailed or delivered. It is the Proposer's responsibility to ensure timely delivery of a Proposal.**

**INSTRUCTIONS TO PROPOSERS**

1. Enter Proposer's name on any specifications or descriptive papers submitted with this Proposal.
2. Show trade name or brand of any article included in the specifications.
3. When required, furnish samples, free of expense, prior to the Proposal opening. Label each sample with Proposer's name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 60 days following Proposal opening.
4. Proposals must be submitted on this form. Proposals made otherwise will be subject to rejection. Proposal is to include the amount of all taxes, including any South Carolina state sales tax and any use tax which may be owed by Spartanburg County as a result of this Proposal, and costs of transportation to the required destination.

**CONDITIONS**

1. The County (Agency/Institution) reserves the right to reject any and all Proposals, and to waive all technicalities.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. In case of default by Proposer, the County reserves the right to purchase any or all items in default on the open market, and charge the Proposer with any excessive costs.
4. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
5. Prices proposed must be based upon payment in thirty days.
6. The right is reserved, in case of tie bids, to make award as considered being most advantageous to County.
7. The right is reserved to reject any Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
8. Unless otherwise indicated by County (Agency/Institution) prices must be firm.

**PROPOSAL FOR RFP # 26-12 SPARTANBURG COUNTY DEBRIS MANAGEMENT AND REMOVAL SERVICES**

Proposer has examined copies of all Proposal Documents, the Advertisement for Proposals, and of the following Addenda (receipt of which is hereby acknowledged):

**Addenda Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Addenda Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, to furnish and complete the installation of all items for base Proposal and all Proposal voluntary adds, at the prices as set forth above, within \_\_\_\_\_ days after fax receipt of purchase order.

PROTESTS: Proposers who are aggrieved in connection with the solicitation or award of contract may protest in accord with Spartanburg County Procurement Regulations. Protests shall be submitted in writing to the Procurement Office within 7 calendar days of the Intent to Award Notice.

By: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Telephone / Email: \_\_\_\_\_

## Introduction

Any offer submitted as a result of this Request for Proposal (RFP) shall be binding on the Proposer for sixty (60) calendar days following the specified opening date. Any Proposal for which the Proposer specifies a shorter acceptance period will be rejected. At the end of the 60-day period, Proposals may be withdrawn at the written request of the Proposer. If not withdrawn within five days subsequent to the sixty-day period, the Proposal shall remain in effect until an award is made or the solicitation is cancelled.

This RFP provides basic information regarding the County's requirements. Services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed, shall be included in this submittal.

The words "Contractor", "Vendor", "Offeror", "Consultant", "Bidder", and "Proposer", are used interchangeably throughout this RFP to define the companies submitting proposals.

If the Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the County of such error, in writing, and request modification or clarification of the document. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP or it shall be deemed waived.

The County reserves the right to reject any and all Proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the Proposals submitted; and to award the contract based on the established criteria and according to the Proposal which best serves the interests of the County.

This RFP is being issued by Spartanburg County Government, Department of Purchasing. Direct all questions or requests for clarification of this RFP, in writing, to: Lisa Coleman, Interim Purchasing Director, at choice of addresses listed on Notice of RFP Page 1. Proposers are specifically directed not to contact any other County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may be grounds for rejection of Proposals.

Proposers are cautioned that any statements made by County staff persons, which may materially change any portion of the Proposal document, shall not be relied upon unless they are subsequently ratified by a formal written addendum to the Proposal document. Any revisions to this RFP will be issued and distributed as an addendum.

**PROTESTS:** Proposers who are aggrieved in connection with the solicitation or award of contract may protest in accord with Spartanburg County Procurement Regulations. Protests shall be submitted in writing to the Procurement Office within 7 calendar days of the Intent to Award Notice.

A Proposal received by Spartanburg County is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered accepted and excluded from disclosure according to State statute. All information that is to be considered confidential and/or proprietary must clearly be identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped as **CONFIDENTIAL**, in bold font of at least 12-point type, in the upper right hand corner of the page.

## **General Terms and Conditions**

***Purchasing Regulations:*** This solicitation is subject to the provisions of the Spartanburg County Government's Purchasing Regulations and any revisions thereto. A copy of Purchasing Regulations may be obtained by contacting the Department of Purchasing (864) 596-2519. Spartanburg County reserves the right to negotiate and contract with any individual firm deemed suitable to provide the services required. At the County's discretion, one or more firms may be engaged for this work.

***Applicable Laws and Compliance:*** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of South Carolina. The Proposer shall comply with applicable federal, State, and local laws and regulations. By submitting this Proposal, the Proposer certifies it is currently and will remain in compliance with:

The Federal Civil Rights Act of 1964, as amended;  
The Federal Immigration Reform and Control Act of 1986;  
The Americans with Disabilities Act

***Public Record:*** Upon award, or Protest, copies of the Proposals will be made available for public inspection, under the supervision of County Purchasing Department staff, from 8:30 a.m. until 5:00 p.m., Monday through Friday, at 366 N. Church Street, Room 1220, Spartanburg, South Carolina.

***Debarment Status:*** By submitting a Proposal, Proposers assert that they are not currently debarred from proposing on contracts by any agency of the State of South Carolina, nor are they an agency of any person or entity currently debarred from submitting Proposals on contracts by an agency of the State of South Carolina.

***Payment Terms and Invoices:*** Prices proposed must be based upon payment in thirty days after invoice or owner accepted delivery of goods and services, whichever occurs last. Partial payment requests are to be submitted on the AIA Document G703. Invoices must show the contract or purchase order number assigned by the Spartanburg County Purchasing Department and shall be submitted by the Proposer to Spartanburg County Roads and Bridges Department.

***Proposer Qualification:*** The Spartanburg County Government may make such reasonable investigations, including inspections of the Proposer's physical plant, as deemed proper and necessary to determine the ability of the Proposer to perform stipulated contract work and the Proposer shall furnish the Spartanburg County Government all such information and data for this purpose as may be requested.

***Assignment of Contract:*** A contract shall not be assignable by the Proposer in whole or in part without the written consent of the Spartanburg County Government.

***Changes to the Contract:*** By written notice to the Proposer, Spartanburg County Government may, from time to time, make changes within the general scope of the contract. The Proposer shall promptly comply with such written notice. Any such notice which causes an increase or decrease in the Proposer's cost of performance shall be redressed through a negotiated, equitable adjustment in the payment rate, and the terms of the contract shall be modified accordingly.

***Entire Contract:*** The entire contract entered into by the Spartanburg County Government and the Proposer shall consist of this Request for Proposal and any addendum issues. Collectively these materials shall comprise the Contract Documents.

**Default:** In case of failure to deliver services in accordance with the contract terms and conditions, Spartanburg County Government, after written notice, may procure services from other sources and hold the Proposer responsible for any resulting additional expense.

**Termination of Contract:** The performance of work, under the contract, may be terminated by the County, in whole or in part, whenever the County determines that termination is in the County's best interest. Unless otherwise noted in this solicitation, any agreement entered into as a result of this solicitation may be terminated by the County without penalty upon thirty (30) days notice, in writing, prior to the effective date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the County in whole or in part whenever the County determines, in its sole discretion that the selected Proposer is not performing as set out in the Proposal. Any such determination shall be effected by the delivery to the Proposer of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the selected Proposer shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendor and subcontracts; and settle all outstanding liabilities and claims.

**Indemnification:** The selected Proposer covenants to save, defend, keep harmless, and indemnify the County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however caused, resulting from, arising out of, or in any way connected to the selected Proposer's negligent performance or nonperformance of the terms of the contract.

**Insurance:** The Proposer shall procure and maintain during the life of the contract, Insurance Coverage for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the vendor's obligations, with a carrier authorized to conduct business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf shall be furnished to the County by the successful Proposer.

- A. **Commercial General Liability:** The Proposer shall maintain insurance for protection against all claims arising from injury to person or persons and against all claims resulting from damage to any property due to any act or omission of the Proposer, his agents, or employees in the operation of the work or the execution of this contract.

Bodily Injury (Injury or Accidental Death) and Property Damage      \$1,000,000 per occurrence

- B. **Comprehensive Automobile Liability:** The Proposer shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:



***Independent Contractor:*** The selected Proposer shall be legally considered an independent contractor and neither the Proposer nor its employees shall, under any circumstances, be considered employees of the County; and the County shall at no time be legally responsible for any negligence or other wrong doing by the Proposer or its employees. The County shall not withhold from the contract payment to the Proposer any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Proposer. Further, the County shall not provide to the Proposer any insurance coverage or other benefits, including Worker's Compensation.

***Audit:*** The Proposer hereby agrees to retain all books, records, and other documents relative to this engagement for five (5) years after final payment for services. Spartanburg County Government, its authorized agents, and agents of the State and federal government shall have full access to documents and the right to examine any materials during the said period.

***Fraud Policy:*** Proposers submitting Proposals to Spartanburg County Government must review the County's policy related to fraudulent activities and acknowledge their responsibilities for protection against acts of fraud in the conduct of business.

***Additional Information:*** Spartanburg County Government reserves the right to seek clarification of information, request information deemed missing from the Proposal, or request additional information as deemed necessary or desirable.

***Proposer Obligation:*** In submitting a Proposal, the Proposer covenants that he/she has satisfied him/herself of the conditions to be met in this solicitation, that he/she is fully aware of obligations contained herein, and that he/she will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

***Availability of Funds:*** By signing this Proposal, the Proposer agrees that the Spartanburg County Government shall be bound only to the extent funds are available and appropriated by the duly elected body of Spartanburg County for the purpose of any resultant contract.

***Notice of Requirement of State of South Carolina Sales Tax License or Retail Tax License or Use Tax License:*** Failure to include all service costs, including any State of South Carolina Sales Tax or Retail Tax or Use Tax which may be owed by Spartanburg County as a result of this Proposal, will result in the disqualification of the Proposer.

**The Spartanburg County Council reserves the right to accept or reject any or all Proposals, parts thereof, and to waive any technicality when the best interest of the County shall be served.**

# Spartanburg County

State of South Carolina Sales Tax License or Retail Tax License or Use Tax License  
Acknowledgement Form

**RFP No: 26-12**

**Proposal Name: Spartanburg County Debris Management and  
Removal Services**

**Proposer Information:**

Proposer: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

State of South Carolina Sales Tax License or Retail Tax License or Use Tax

License ID number: \_\_\_\_\_

Federal Tax ID number: \_\_\_\_\_

The signature below acknowledges that Proposer is aware of and has been notified that Proposal will not be accepted if Proposer does not turn in this form with State of South Carolina Sales Tax License or Retail Tax License or Use Tax License ID number and Federal Tax ID number.

In addition, proposer is aware that Spartanburg County is not a State of South Carolina Sales Tax or Retail Tax or Use Tax exempt County and the Proposal shall be a lump sum which shall include the amount of all taxes, including any State of South Carolina Sales Tax or Retail Tax or Use Tax which may be owed by Spartanburg County as a result of this Proposal.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date Signed



**WHEREAS**, Spartanburg County is often required to contract or retain independent contractors and vendors to perform maintenance, repair, construction and demolition services for or on behalf of the County for the public good, welfare and safety; and

**WHEREAS**, when independent contractors and vendors undertake to provide such work and services for the County, the risk of liability for accidents and incidents involving county personnel and property as well as private citizens and property may arise as a result of the activities of such independent contractors and vendors and their agents and employees; and

**WHEREAS**, to protect the County employees and County property as well as private citizens and private property from loss that may occur from the activities of independent contractors and vendors, the County has determined that all such independent contractors and vendors should be properly insured and/or bonded and should warrant their compliance with OSHA and other applicable safety standards.

**NOW THEREFORE**, to establish eligibility for contracting with the County or to qualify for the performance of certain work or services for or on behalf of the County, the undersigned independent contractor or vendor, agrees, affirms and warrants as follows:

1. That the undersigned independent contractor or vendor warrants and affirms that it shall comply with OSHA and other applicable safety standards for any work or services that may be performed by the employees of the independent contractor or vendor during the course of work or services for the County.
2. That the undersigned independent contractor or vendor warrants that it is properly bonded and/or maintains adequate liability insurance to cover any and all damages, losses, claims or costs, whether involving County personnel or property, private parties, private property or businesses, that arise or may arise, in whole or in part, from any work, services or activities performed by the independent contractor or vendor for the County.
3. That the undersigned independent contractor or vendor warrants and affirms that it maintains adequate workers compensation insurance to cover any and all damages, losses, claims by any employee that may arise or occur during the course of any work, services or activities by the independent contractor or vendor.
4. Notwithstanding any other provision or agreement, the undersigned independent contractor or vendor indemnifies and holds Spartanburg County harmless from any and all claims, damages, losses or costs that arise or may arise, in whole or in part, from any work, services or activities performed by the independent contractor or vendor during the course of any construction, maintenance, repair or service of County facilities, buildings, property and equipment including demolition and removal of unsafe structures.

INDEPENDENT CONTRACTOR/ PROPOSER

By: X

Date:

Its:

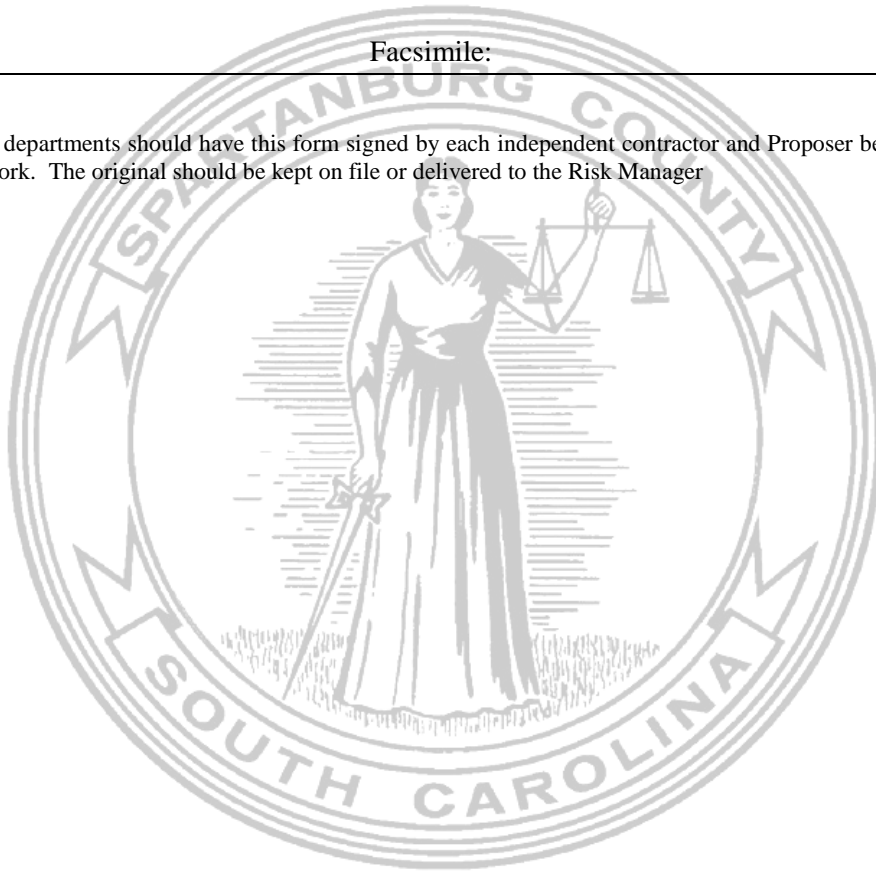
For Company Name:

Address:

Telephone:

Facsimile:

**INSTRUCTIONS:** County departments should have this form signed by each independent contractor and Proposer before awarding any contract or before commencement of work. The original should be kept on file or delivered to the Risk Manager



## Award:

An award shall be made to the Proposer best suited to provide the services detailed in the Scope of Services section of this solicitation. Proposal shall be awarded based on the following criteria and any other information deemed relevant by the Spartanburg County Administrator.

- Bonding of Proposer:

Proposer shall provide, with the Proposal, a bid bond for 5% of the total Proposal amount with Spartanburg County as the beneficiary.

The Proposer shall provide a performance/payment bond in the full amount of the Proposal with Spartanburg County as the beneficiary. This performance/payment bond shall be required after Proposal and issuance of purchase order. Purchase order will be issued contingent on production of performance/payment bond 3 working days after fax receipt of purchase order. A Letter of Credit, made out to Spartanburg County, in the full amount of Proposal, will be an acceptable substitute. At the end of the job, all of the Proposer's subcontractors shall send a letter, on company letterhead, that they have been paid in full and Spartanburg County can release the performance/payment bond.

- Cost:

Proposal is to be a lump sum with all fees included by Proposer. Proposal is to include the amount of all taxes, including any State of South Carolina Sales Tax or Retail Tax or Use Tax which may be owed by Spartanburg County as a result of this Proposal.

- Experience:

Proposer must list three jobs, similar in size, completed by your firm, within 100 miles of Spartanburg County, for Governmental clients. List dollar amount, brief description, and reference phone number for each job.

- Exclusion / Addenda / Prior Approval process:

Proposals are not to have any exclusions. Exclusions will come from Spartanburg County in the form of an addendum. **Any bids received with exclusions will not be accepted.**

- Protests:

Proposers who are aggrieved in connection with the solicitation or award of contract may protest in accord with Spartanburg County Procurement Regulations. Protests shall be submitted in writing to the Procurement Office within 7 calendar days of the Intent to Award Notice.

- Registration of Proposer:

Proposer must be registered to submit a Proposal. If not a registered Proposer (verify by calling Spartanburg County Purchasing at 864-596-2519), register online at [www.spartanburgcounty.org](http://www.spartanburgcounty.org), click on "Bids and Contracts", click on "How to Register", and click on "Vendor Registration Application." Proposal will not be accepted if Proposer is not a registered Proposer with current Federal tax ID number.

## REQUEST FOR PROPOSALS FOR DEBRIS MANAGEMENT AND REMOVAL SERVICES

County of Spartanburg, hereinafter called “County”, in order to deal with a major storm, disaster, or other event will receive professional service proposals for a pre-event contract for Debris Management and Removal Services. The County will accept proposals from qualified contractors with experience in disaster and debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster.

All payments under the contract resulting from this Request for Proposal (RFP) shall be made only for services requested and approved by the County. No work effort will begin without written authorization (Notice to Proceed) from the County. There shall be no retainer paid in order to keep the Contract in effect.

Please submit Proposals in the following form:

**Submittal:**

**Weight in Evaluation:**

|   |     |
|---|-----|
| <b>Experience:</b> A narrative describing experience and qualifications in similar contracting situations, with supporting data to include jobs completed and references complete with contact information.   | 20% |
| <b>Technical Capabilities:</b> A narrative describing your firm’s approach to planning, County staff training, County staff augmentation, project management, technical support for reimbursement procedures, and assistance in developing public information regarding recovery efforts.   | 20% |
| <b>Equipment:</b> A listing of equipment owned by your firm and dedicated to debris removal and recovery services. Please do not list rented or leased equipment or equipment owned by others (including subcontractors). If rented or leased equipment is listed please provide a copy of the lease contract as proof of its availability. | 20% |
| <b>Reasonableness of Price:</b> Completed Fee Schedule attached.  | 20% |
| <b>References:</b> A list of all current contracts and also debris management experience in the State of South Carolina, North Carolina, Georgia and Florida for the past ten years. Please include customer contact information. You may include limited out of state information.   | 20% |

NOTES:

The County reserves the right to reject any or all proposals and waive minor irregularities in the evaluation procedures. The County reserves the right to negotiate modifications to proposals that it deems acceptable.

Proposals shall include the information listed above, specific acknowledgements or comments on the notes and provisions, and no more than twelve (12) other standard size pages.

Three copies of proposals must be received by 11:00am, December 20, 2011, to the office of the Spartanburg County purchasing department in order to be considered responsive. Proposals submitted after this time will not be considered.

**Attn:** 26-12 Spartanburg County Debris Management and Removal Services.

The contractor needs to thoroughly review the County's geography prior to submitting its proposal. The Emergency Management Department will be happy to meet with any prospective contractor on these issues prior to the deadline and encourages site visits. There is one County owned landfill and one Regional landfill located in Spartanburg County.

Please review this information carefully.

The contractor is requested to include within their proposal any other typical costs or items they may be aware of, which is not included in this Request for Proposals.

Contractor should be as self sufficient as possible. Restaurants and lodging establishments are extremely limited. Fueling stations are also of limited number and may be affected by storms creating the need for this contract. Electrical outages in portions of the County following substantial inclement weather often exceed seven (7) days.

The County may or may not interview potential contractors for contractor selection.

**PRE-EVENT AGREEMENT FOR  
DEBRIS MANAGEMENT AND REMOVAL SERVICES**

**I. SCOPE**

The Contractor is to perform the work as defined in the Request for Proposal and amendments, if any, the Request for Proposal is hereby incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

**II. ORDER OF PRECEDENCE**

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order:

1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Contractor's Proposal which have been incorporated by reference into the final Agreement;
3. County's Request for Proposal;
4. Contractor's Proposal

**III. TERM OF AGREEMENT**

The period of this Agreement shall be for thirty six (36) months, beginning on January 1, 2012 and ending on December 31, 2014. This Agreement shall be extended for two additional one (1) year periods unless either the County or the Contractor notifies the other in writing not less than sixty (60) days prior to December 30, 2014 that the contract will not be extended beyond December 31, 2014.

**IV. COMPENSATION**

The contractor agrees to provide services and materials as specified in its proposal to the County at the cost specified in said proposal and amendments, if any, the proposal and any amendments thereto incorporated by reference herein and made a part hereof as if fully herein set forth.

**V. PAYMENT**

All invoices received by the County are payable within TWENTY (20) days from receipt, provided they have first been approved by the County and the County has accepted the Work. However, payment may be delayed up to Ninety (90) days due to the State and FEMA reporting and reimbursement process, when applicable.

All invoices shall be directed to: The County Roads and Bridges Department

## VI. GENERAL CONDITIONS

### A. Termination

1. The performance of Work under this agreement may be terminated by the County in whole or in part, in writing, whenever the County shall determine that the Contractor has failed to meet the performance requirements of this Agreement or the County is no longer able to support the contract for any reason. Debris to be removed by the Contractor will be designated by a County official, inspector, or other personnel approved by the County.
2. The County has the right to terminate for default if the Contractor fails to make delivery of the supplies, perform the work, or if the Contractor fails to perform any other provisions of the Agreement.

### B. Performance Requirements and Services

1. The services to be provided by Contractor for the County include those which are necessary for the removal of excess green waste and/or bulk refuse from County streets, right-of-ways, public parks and public places, including, but not limited to personal/private property and debris placed on or in these public sites as approved by the County to be removed by the Contractor.
2. Debris to be removed by the Contractor will be designated by a County official, inspector, or other personnel approved by the County.
3. The method(s) utilized for debris removal under this agreement are to be determined by the Contractor and approved by the County. The Contractor shall be entitled to employ heavy equipment, trucks, loaders, saws and personnel necessary to accomplish the objective of the County. The work to be performed under this agreement shall consist of the Contractor clearing and removing any and all eligible debris for the County by a process including: 1) examination of debris to be hauled; 2) cutting, clearing, stacking, sorting or moving debris to facilitate loading; 3) loading and hauling debris to location(s) approved by the County. The County may instruct the Contractor to grind or recycle the County's excess green waste materials.
4. The Contractor shall perform work so as not to interfere with the normal operations of the County, State or Federal functions and or violate existing regulations of these or other regulatory agencies.

### C. Correction of Work

The Contractor shall promptly correct all Work rejected by the County as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work. Rejected work shall consist of that work which is deemed ineligible by the County's representative.

### D. Right to Audit Records

The County shall be entitled to audit the books and records of the Contractor of any sub-contractor to the extent that such books and records relate to the performance of this Agreement of any sub-contract to this Agreement.

Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement from the date of final payment.

### E. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement.

The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

## VII. SPECIFIC PROVISIONS

- A. The successful contractor must have a representative present in the County's office or Emergency Operations Center within thirty-six (36) hours of Notification to Proceed and be able to mobilize equipment and personnel to the designated location within forty-eight (48) hours of Notice to Proceed. The County generally is isolated for a period of twenty-four (24) to forty-eight (48) hours following the most likely debris event, inclement weather. If necessary, the successful contractor may need to pre-stage in the region.
- B. Emergency road clearing on highway right of ways (ROW) shall be performed on a time and material basis only as authorized by the County and up to seventy (70) hours or other limits allowed by Federal requirements as applicable. However, experience has shown the fire departments, South Carolina Forestry, farmers, and other volunteers generally have the initial cut through promptly completed. Work conducted on the ROW shall be limited to the point where fallen vegetation and other debris enter the ROW. No equipment or personnel may operate beyond the ROW unless specifically approved by the County.
- C. The County will supply the contractor with a list of potential local sub-contractors. Proposals shall list the contractor's ability to utilize local contractors and their general requirements for doing so.
- D. The Contractor shall provide one day of Debris Management training per year to the County staff during the month of March of the first year and January the following years, as arranged by the Public Works Department. The Contractor shall also assist the County with updates and improvement of the Debris Management Plan annually.
- E. The Contractor shall provide all necessary security and oversight for all operations.
- F. The Contractor shall provide sufficient traffic control and warning devices for conducting work on streets and highways.
- G. The anticipated Contractor work hours are sun up to sun down, seven days per week unless otherwise approved by the County.
- H. The Contractor shall hire and supervise any needed hazardous materials specialists and handle the disposal of all hazardous substances in accordance with all laws and regulations.
- I. The contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.
- J. The County shall accept the serialized copy of the Contractor's debris load ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/ or disposal site(s). The ticketing system will also be used in the event of additional debris handling for volume reduction and/ or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/ or report(s). They should include the following: (load tickets shall be turned in weekly)

- Date
- Preprinted Number
- Hauler's name
- Truck number
- Truck Capacity in cubic yards
- Load percentage full, as assigned by Debris Monitors
- Load amount in billable cubic yards
- Debris classification as burnable, non-burnable, mixed other
- Point of origin for debris collected and time loaded
- Dumpsite location and time dumped

K. The County will identify one or more Temporary Debris Storage Sites. All site work on these sites must be approved by the County. The Contractor will prepare a site management plan in advance for these sites to include:

- Access to site
- Site management, to include point-of-contact, organizational chart, etc
- Site preparation, - clearing, erosion control, and grading
- Traffic control procedures
- Site Safety
- Site Security
- Site Layout/Segregation of debris
- Hazardous waste material plan
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower (if required)
- Location of incineration operations, grinding operation (if required). Note: All incineration and grinding operations shall be in accordance with Appendix H, Public Assistance Debris Management guide, FEMA 325 dated April 1999 or latest edition, and with South Carolina Division of Solid Waste and Air Quality Control.
- Location of existing structures or sensitive areas requiring protection
- Environmental mitigation plan, including consideration for smoke, dust, noise, traffic, buffer zones, storm water runoff
- All necessary licenses, permits, and fees for the same are the responsibility of the Contractor.

L. The Contractor shall construct an inspection tower at each debris storage site as requested by the County. The tower shall be constructed using pressure treated wood or metal scaffolding. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and 1/2" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower shall be built in accordance with approved (insert State) Building Codes.

M. The Contractor shall be responsible for reporting to the County and cleaning up all spills caused by the Contractor's operation at no additional cost to the County or any other governmental entity. Immediate containment action shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations.

Spills shall be reported to the County Emergency Management Coordinator immediately following discovery. A written follow-up shall be submitted to the County Manger not later than seven (7) days after the initial report. The written report shall be in narrative form and as a minimum shall include the following:

- Description of the material spilled
- Determination as to whether or not the amount spilled is EPA/state reportable
- When and to whom it was reported
- Exact time and location and spill
- Receiving stream or waters
- Cause of incident and equipment and personnel involved
- Injuries or property damage
- Duration of discharge
- Containment procedures initiated
- Summary of all communication the Contractor had in regards to the spill
- Description of cleanup procedures

#### VIII. MICELLANEOUS PROVISIONS

- A. Assignment of this Agreement shall not be made without the advance written consent of the County.
- B. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the County or his designee.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for proper execution and completion of the Work under this Agreement.
- E. This Agreement is deemed to be under and shall be governed by, and construed according to laws of South Carolina.
- F. Any litigation arising out of this Agreement shall be had in the Courts of Spartanburg County South Carolina.
- G. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- H. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above

THE COUNTY

CONTRACTOR

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_

Name of Company

\_\_\_\_\_

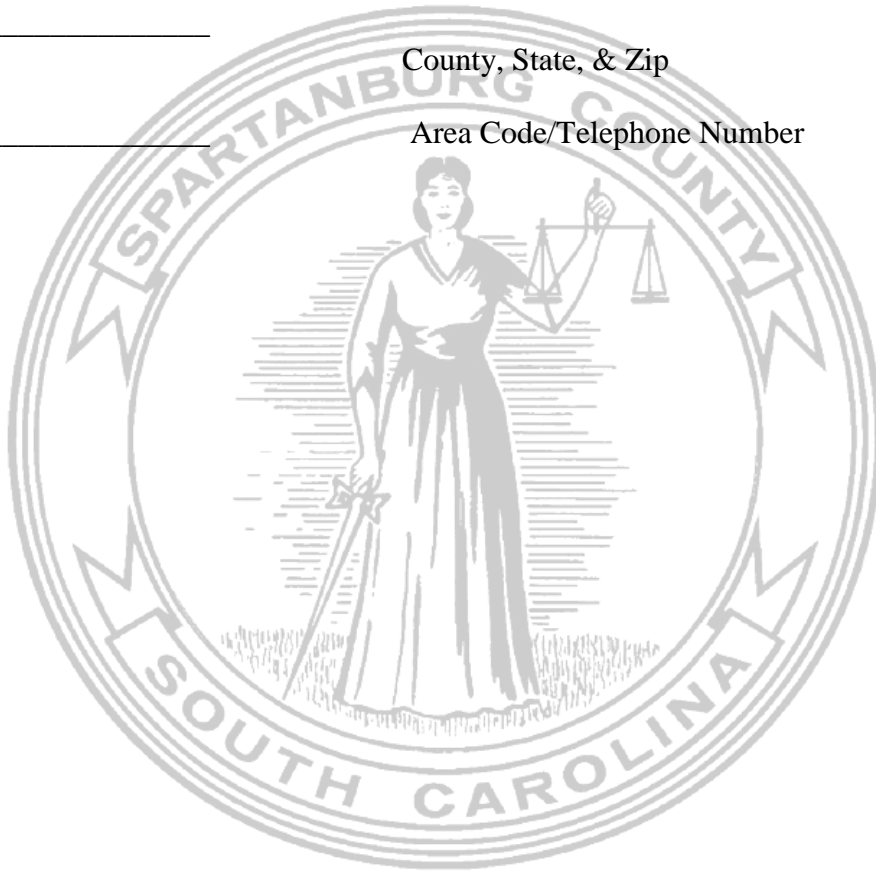
Mailing Address

\_\_\_\_\_

County, State, & Zip

\_\_\_\_\_

Area Code/Telephone Number



| <b>FEE SCHEDULE</b> |   |               |
|---------------------|---|---------------|
| 1.                  | Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)  |               |
|                     | Mileage Radius: 0-15 Miles  | \$ /cu.yd.    |
|                     | 16-30 Miles   | \$ /cu.yd.    |
|                     | 31-60 Miles   | \$ /cu.yd.    |
|                     | 61-90 Miles   | \$ /cu.yd.    |
|                     | 91-120 Miles  | \$ /cu.yd.    |
| 2.                  | Construction and Demolition debris hauled to and dumped at a County approved disposal site or landfill  |               |
|                     | Mileage Radius: 0-20 Miles  | \$ /cu.yd.    |
|                     | 21-40 Miles   | \$ /cu.yd.    |
|                     | 41-70 Miles   | \$ /cu.yd.    |
|                     | 71-100 Miles  | \$ /cu.yd.    |
|                     | 101-140 Miles   | \$ /cu.yd.    |
| 3.                  | Validated load hauled tickets from the TDSRS for final processed vegetative debris at a County approved recycling facility  |               |
|                     | Mileage Radius: 0-20 Miles  | \$ /cu.yd.    |
|                     | 21-40 Miles   | \$ /cu.yd.    |
|                     | 41-70 Miles   | \$ /cu.yd.    |
|                     | 71-100 Miles  | \$ /cu.yd.    |
|                     | 101-140 Miles   | \$ /cu.yd.    |
| 4.                  | Other Emergency Ferry Routes instituted by SC DOT   | \$ / hr       |
| 5.                  | Tipping fees/disposal costs for Green Waste shall be paid by CONTRACTOR and actual incurred cost shall be invoiced to the County for reimbursement  |               |
| 6.                  | Management, Processing and Loading of all eligible debris and/or residue at the TDSRS Including locating, leasing (if required), preparing and layout of site; management, maintenance and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris (chipping or grinding or burning as directed by the County ); furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS | \$ /cu.yd.    |
| 7.                  | Pick up and dispose of hazardous materials  | \$ /lb.       |
| 8.                  | Dead Animal Collection, Transportation & Disposal   | \$ /lb.       |
| 9.                  | <u>Hazardous trees</u> – Trees will be evaluated by the County and be designated to be cut down and hauled to the TDSRS for reduction. Trees will be measured 3’ above the ground   |               |
|                     | Trees with branches remaining – FEE ONLY TO CUT TREE  |               |
|                     | 6-12” Diameter  | \$ /tree      |
|                     | 13-24” Diameter   | \$ /tree      |
|                     | 25-48” Diameter   | \$ /tree      |
|                     | > 48” Diameter  | \$ /tree      |
| 10.                 | Stumps up to 24” in diameter (requires County approval)   | \$ / ea       |
|                     | Stumps over 24” in diameter (requires County approval)  | \$ / ea       |
| 11.                 | <u>Hangers</u> – Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2” or greater diameter. The Contractor, at the direction of the County , will remove hangers for a unit price per hanger  |               |
|                     | 2-4” Hanger   | \$ /hanger    |
|                     | 5-12” Hanger  | \$ /hanger    |
|                     | > 12” Hanger  | \$ /hanger    |
| 12.                 | <u>Private Property Demolition and Debris Removal</u> – The CONTRACTOR shall operate beyond the Public Right-of-Way (ROW) only as identified and directed by the County. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include, but is not limited to, the demolition of structures and the removal and relocation of the debris to the   | \$ per sq.ft. |

|     |   |                |
|-----|---|----------------|
|     | public ROW  |                |
| 13. | Tipping fees/disposal costs for C&D debris shall be paid by the County.   |                |
| 14. | <u>Fallen Trees</u> – The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection as addressed under item #1. (a.)   | Price Included |
| 15. | n/a   |                |
| 16. | <u>Fill Dirt</u> – As identified and directed by the County, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety   | \$ /cu.yd.     |
| 17. | <u>White Goods</u> – The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws (if directed by the County)  | \$ /unit       |
| 18. | <u>Freon Recovery</u> – The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws   | \$ /unit       |
| 19. | <u>Training and Assistance Sessions</u> for all key County personnel and assistance in all disaster debris recovery planning efforts as requested   | Price included |
| 20. | <u>Preliminary Damage Assessment</u> – Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster – generated damage, documenting eligible costs and describing the physical and financial impact of the disaster   | Price included |
| 21. | <u>Mobilization and Demobilization</u> – All arrangements necessary to mobilize and demobilize the CONTRACTOR’s labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR  | Price included |
| 22. | <u>Temporary Storage of Documents</u> – The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event  | Price included |
| 23. | <u>Debris Planning Efforts</u> – The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to, development of a <i>debris management</i> plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance <u>following</u> a disaster event | Price included |
| 24. | <u>Closure and Remediation of the TDSRS</u> – The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The CONTRACTOR is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the CONTRACTOR   | Price included |
| 25. | <u>Reporting and Documentation</u> – The CONTRACTOR shall provide and submit to the County all reports and documents as may be necessary to <u>adequately</u> document the <u>Debris Recovery Services</u> in accordance with FEMA/NC requirements  | Price included |

### HOURLY FEE SCHEDULE

*All equipment rates below include operator, fuel and maintenance costs*

| <b>Personnel/Equipment</b>           | <b>Hourly Rate</b> |
|--------------------------------------|--------------------|
| 30 Ton Crane                         | \$                 |
| Stump Grinder                        | \$                 |
| 50' Bucket Truck                     | \$                 |
| Track-Hoes John Deere 690 Equivalent | \$                 |
| D-6 Dozers or Equivalent             | \$                 |
| John Deere 544 or Equivalent         | \$                 |
| Service Trucks                       | \$                 |
| Tractor with Box Blade               | \$                 |
| 5-14 Cubic yard Dump Truck           | \$                 |
| 15-24 Cubic Yard Dump Truck          | \$                 |
| 25-34 Cubic Yard Dump Truck          | \$                 |
| 35-44 Cubic Yard Dump Truck          | \$                 |
| 45-54 Cubic Yard Dump Truck          | \$                 |
| 55-64 Cubic Yard Dump Truck          | \$                 |
| 65-74 Cubic Yard Dump Truck          | \$                 |
| 75+ Cubic Yard Dump Truck            | \$                 |
| 850 HP or Equivalent Tree Grinder    | \$                 |
| Water Truck (2000 gal.)              | \$                 |
| Rubber Tire Backhoe                  | \$                 |
| Motor Grader                         | \$                 |
| Climber with Gear                    | \$                 |
| Superintendent with Truck            | \$                 |
| Foreman with Truck                   | \$                 |
| Operator with Chainsaw               | \$                 |
| Traffic Control Personnel            | \$                 |
| Laborer                              | \$                 |

| <b>Personnel/Equipment</b>  | <b>Hourly Rate</b> |
|-----------------------------|--------------------|
| Field Project Foreman       | \$                 |
| Administrative Assistant    | \$                 |
| Clerical                    | \$                 |
| Pickup Truck                | \$                 |
| Pickup Truck, Extended Cab  | \$                 |
| Pickup Truck, 4 X 4         | \$                 |
| Pickup Truck, 1 Ton         | \$                 |
| Mechanized Broom            | \$                 |
| Trackhoe, 490 or Equivalent | \$                 |
| Bulldozer, D4 or Equivalent | \$                 |
| 12 Ton Lowboy               | \$                 |
| 50 Ton Lowboy               | \$                 |
| Skidsteer                   | \$                 |
| Rubber Tire Excavator       | \$                 |
| Other (please specify)      | \$                 |