### **REQUEST FOR PROPOSAL**



# DISASTER DEBRIS RECOVERY SERVICES – Seneca Water Treatment Plant

**RFP 2025-08-COS** 

Due Date: August 22, 2025 2:00 PM EST

City of Seneca 221 E. North First Street P.O. Box 4773 Seneca, South Carolina 29679



#### SENECA WATER TREATMENT PLANT

## SENECA LIGHT AND WATER Seneca, South Carolina

#### REQUEST FOR PROPOSAL

Disaster Debris Recovery Services – Seneca Water Treatment Plant

#### INSTRUCTIONS TO PROPOSERS

#### 1. THE PROPOSAL

Proposals submitted in response to this RFP must be complete and in the format outlined herein. This proposal format is mandatory. Proposal shall be submitted in a sealed envelope with the name and address of the person(s) submitting the proposal.

The proposal should be signed by an officer authorized to make a binding commitment for the company making the proposal. All cost and price information submitted by the Proposer will remain irrevocable for a period of 120 days from the date of submittal.

#### 2. CHANGES TO THE PROPOSAL

Changes to the proposal may be made at any time prior to the opening of the proposals, however, all changes must be submitted in writing in an envelope marked "Modification to Proposal." The proposal and modifications will be opened at the same time and the proposal changed accordingly.

#### 3. PROPOSAL RESERVATIONS

To the extent allowed by the applicable state and federal laws, SENECA LIGHT AND WATER, (hereafter, "SL&W") reserves the right to reject any proposal that is nonconforming, nonresponsive, unbalanced, or conditional. A proposal may be considered nonconforming if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

SL&W also reserves the right to reject any proposal if SL&W believes the Proposer is unqualified or of doubtful financial ability. The proposal may also be rejected if the Proposer fails to meet any other pertinent standard or criteria established by SL&W.

#### 4. ACCEPTANCE OF PROPOSALS

SL&W intends to award a contract to the Contractor submitting the proposal that best satisfies the needs of SL&W. All proposals received by the closing deadline will be carefully evaluated for conformance with the requirements of this RFP. Selection of a firm will be based upon both technical factors and price. SL&W reserves the right to conduct negotiations with responsible Proposers. This does not commit the SL&W to award a contract. SL&W may award a contract solely on the basis of the proposal submitted without any negotiations.

Contents of the proposal may become contractual obligations if a contract ensues. Failure of the Proposer to honor these obligations may result in cancellation of the award.

#### 5. AWARD OF CONTRACT

In the event SL&W decides to award a contract pursuant to this RFP, SL&W will provide a properly prepared Independent Contractor Agreement to the successful Proposer. In the event that the agreement is not approved and returned by the successful Proposer within 10 days, the Proposer may require that it be released from contract obligation. The foregoing action by SL&W or the Proposer shall in no way provide any cause whatsoever for a claim against SL&W by the Proposer.

#### 6. TERMINATION CLAUSES

#### a. Failure to Provide Service

If the successful Proposer fails to provide any services described in the contract, or fails to meet any obligations contained therein, SL&W reserves the right to terminate the contract by providing written notice to the Proposer. The Proposer will have 30 days to cure the default. If said default cannot be cured within 30 days of SL&W's written notice, SL&W may demand its own timetable or terminate the contract.

#### b. Authority to Terminate

The Utilities Director is authorized to terminate this contract on behalf of SL&W.

#### c. Termination for Convenience

SL&W shall have the right to terminate the contract without cause and at its convenience, with immediate notice to the Contractor.

#### d. Force Majeure

It is mutually understood and agreed that the contract holder shall be waived of its obligations under the contract during any period or periods of time when acts of God, war or public enemy render impossible its performance under the contract. In such case, the contract holder shall give SL&W prompt oral notification followed by written notice of the particulars and estimated duration of said Force Majeure.

#### e. Law to Govern

The parties acknowledge that the contract is made and entered into with SENECA LIGHT AND WATER and will be performed in City of Seneca, S.C. The parties further acknowledge and agree that South Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under contact and that South Carolina law shall govern the interpretation and enforcement of the contract and any and all legal matters relating to the contract. The parties further agree that any and all legal actions proceeding relating to the contract shall be brought in a court of competent jurisdiction in City of Seneca, South Carolina. By executing the contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in the City of Seneca, South Carolina

#### 7. SCOPE OF WORK

SL&W is requesting proposals from experienced and qualified firms to enter into post-event contracts for the following services: 1) Contractors shall provide disaster recovery services at the Seneca Water Treatment Plant located at 630 Northampton Road including, but not limited to, repair of the security fence surrounding the water treatment grounds that was damaged by falling trees resulting from Hurricane Helene, as directed by SL&W in order to secure the water treatment facility property. 2) Contractors shall provide disaster recovery services including, but not limited to, clean-up, reduction and disposal of debris

resulting from Hurricane Helene located at the Seneca Water Treatment Plant located at 630 Northampton Road, as directed by SL&W in order to allow plant personnel unrestricted and safe access to all areas of the water treatment property.

Contractors shall also provide disaster recovery technical program management assistance relating to reimbursement of eligible damage costs from federal and state agencies when available to SL&W's officials. Selected contractors will be subject to observation by SL&W's recovery management staff. This staff, which may include contracted specialist along with staff from other government entities, will ensure debris removal efforts are within Public Assistance guidelines and in compliance with all applicable Federal, State, and local regulations.

The primary focus for this work is debris generated by Hurricane Helene in September 2024. To provide a non-committal estimate of potential contract scope, a visual estimate was used to predict debris amounts for the hurricane. We estimate debris to consist of approximately 50 cubic yards (CY) of trees and limbs, and 12 stumps / root balls. Root balls will be pushed back into the original location and stumps will be ground down to the level of the surrounding land. Repair of approximately 120 linear feet of fence. All work must be completed by September 30, 2025.

Firms shall submit one (1) original and three (3) copies of their proposal as requested by this invitation.

#### The work to be undertaken includes, but may not be limited to:

- 1) Debris removal from Seneca Water Treatment Plant.
- 2) Debris reduction by grinding into a mulch and leave on site.
- 3) Removal of broken/hazard trees and limbs as a result of hurricane.
- 4) Debris Disposal: Disposal of all disaster debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable federal, state, and local laws, standards, and regulations.
- 5) Repair of chain link fence damaged by falling trees as a result of hurricane.
- 6) Documentation and Inspections: All debris shall be subject to inspection by SENECA LIGHT AND WATER. Inspections will be to ensure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide SL&W access to all work sites and disposal areas. The Contractor will work closely with state authorities, FEMA, and other agencies to ensure that debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.
- 7) Work Sites: SL&W will establish and approve all sites that the Contractor will be allowed to use. Pre-use surveys will be completed to include soil and water testing. The Contractor will remove all debris and return the site from which debris was removed in a clean and neat condition. Verification will be done using the pre-use surveys results.
- 8) Documentation and Recovery Process: Contractor will provide the following in addition to debris removal activities:
  - a) Documentation of recovery process
  - b) Provide written and oral status as requested by SL&W
  - c) Review documentation for accuracy and quantity
  - d) Assist in preparation of claim documentation

9) Any costs associated with the documentation and recovery process shall be included in Contractor's prices in the pricing attachments. Proposers shall have proven experience with overall management and FEMA requirements including alternative procedures that may be available under pilot programs as well as all rules and regulations to qualify for this scope of work.

#### 8. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

It is the policy of SL&W to provide businesses owned by minority persons equal access and opportunity to participate fully in all aspects of the SL&W's programs; to prohibit discrimination against businesses on the basis of race, color, national origin, or gender; to promote and encourage full and open competition; and to promote equal access to contracting opportunities among the various contractors and vendors that do business with SL&W. Women-owned and minority-owned businesses are encouraged to apply.

#### 9. CONTRACT ADMINISTRATOR

The Utilities Director and/or his designee will be the Contract Administrator for this project.

#### 10. SENECA LIGHT AND WATER SELECTION PROCESS

Proposals will be reviewed and ranked by the SL&W Officials and Staff. After review and ranking firms may be selected for interviews and shall be prepared to make a scheduled presentation to SL&W, if required.

All communications (as opposed to bids) regarding this project, including any questions related to this Request for Proposal, shall be submitted to Josh Riches, no later than August 22, 2025, to: jriches@seneca.sc.us.

#### 11. SUBMISSION REQUIREMENTS

To be considered, submit one (1) original and three (3) complete copies in an 8 ½" by 11" format.

Submission Deadline and Location: **Proposals** must be submitted to Josh Riches, at the address below by August 22, 2025.

Physical address: 221 E. N. 1<sup>st</sup> Street Seneca, SC 29678

#### Required Information and format:

The submitted Proposal shall be divided into seven separate sections. The seven sections shall contain the following information.

<u>Section 1</u>: Cover letter/Executive Summary describing the Contractor's firm and including names, address, phone number, fax number and email address of the person or firm submitting the proposal. Provide the name of the contact person and person authorized to contract for the firm.

<u>Section 2</u>: The Proposer's qualifications to meet SL&W objectives and to perform the tasks listed in the proposal. This shall include a statement regarding the financial capability of the company, a description of the office(s) from which the service is being performed and nature of staff and a list of equipment available for recovery projects.

<u>Section 3</u>: Shall outline the contractor's willingness and ability to utilize local contractors and their general requirements for doing so. This includes the contractor's use of women and minority owned businesses to provide services. This shall not be construed as SL&W endorsing any practice which would violate 2 CFR 200.219(a).

<u>Section 4</u>: A statement of the Contractor's familiarity and experience with FEMA's Public Assistance Program including all Alternative Procedures Pilot Program's for Debris Removal and applicable laws, rules, and regulations.

Section 5: A list of references for disaster specific experience over the last five (5) years, including the name of each client, a current contact person with phone number and /or email contact information, the size of each project, and response time. Additionally, Proposer must include in this section a statement listing and describing each and every lawsuit in the past five (5) years in which the Contractor sued, or was sued by, any of Contractor's clients.

<u>Section 6</u>: A debris management and response plan applicable for the scope of work.

<u>Section 7</u>: Lists of costs for the unit prices and hourly rates contained in Attachments I and II.

#### 12. LIMITATIONS

This request does not commit SL&W to the award of a contract or to pay any costs incurred in the preparation for a response to this request.

SL&W may or may not require the prospective Proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.

SL&W reserves the right to reject any or all proposals, to waive informalities, to request additional information and to award a contract deemed most advantageous for SL&W.

#### 13. MINIMUM REQUIREMENTS OF PROPOSER

Proposals shall be considered only from firms normally engaged in performing the type of work specified in this Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the Proposer, SL&W in its discretion shall determine whether the evidence of responsibility and ability to perform is satisfactory. SL&W reserves the right to reject any or all proposals.

The Proposer should have previous experience in the performance of projects of a similar nature to ensure timely and efficient completion of any disaster project.

The individual/ firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time. The Proposer shall also certify that insurance coverage meets or exceeds industry standards for this type of work and will be in force to mitigate risk during performance under the contract.

The Proposer shall be an equal opportunity employer and shall adhere to applicable local, state, or federal affirmative action requirements to include, but not limited to, the use of women and minority owned businesses to provide services.

The Proposer shall obtain a City of Seneca business license prior to beginning work.

#### 14. CRITERIA FOR EVALUATION AND AWARD

The successful Proposer will be selected based upon the best response offered to the SL&W. Along with other factors SL&W will use the following criteria and weight to determine the best response.

CRITERIA	WEIGHT
Price	25%
Qualifications	30%
Technical	35%
Other	10%

Proposers may be requested to give an oral presentation after submission of responses should SL&W find it necessary, in order to determine which is the best received.

#### 15. INCURRED EXPENSES

SL&W is not responsible for any expenses which Proposer may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs with travel, accommodations, interviews, or presentation of proposals.

### ATTACHMENT I WORK DESCRIPTION

Item	Description of Work		
1	Approximately 8 stumps / root balls (8 to 12 linear feet) that are easily accessible – root ball to be pushed back into hole and stump ground.		
2	Approximately 4 stumps / root balls (8 to 12 linear feet) that are less accessible – stump to be cut		
3	Approximately 6 piles of limbs / logs in piles – approximately 50 cubic yards. Debris to be ground and reduced to hardwood mulch. The removal in some cases will require machinery operating in a wooded area. This hardwood mulch will be used to prevent erosion on the bank in front of the administration building. (Note: some debris piles contain previously trees. The logs are approximately 6 to 10" in diameter.)		
4	<ul> <li>Fence repair: <ul> <li>Approximately 29 feet require top rail (galvanized) and 3-stranded barbed wire replacement</li> <li>Approximately 25 feet at gate require complete replacement (top rail, poles, black coated fence wire, 3 strand barbed wire)</li> <li>Approximately 61 feet require complete replacement (top rail, poles, black coated fence wire, 3 strand barbed wire) – note some fence wire may be reusable.</li> </ul> </li> <li>Fence Specs – black coated wire <ul> <li>6 foot tall 8 gauge black chain link commercial wire</li> <li>1-5/8 inch top rail</li> <li>Black bottom tension wire</li> <li>2 inch line poles</li> <li>3 inch corner post</li> </ul> </li> <li>Fence Specs- galvanized wire <ul> <li>6 foot tall 9 gauge galvanized chain link</li> </ul> </li> </ul>		

Refer to Attachment III for stump, debris, and fence locations.

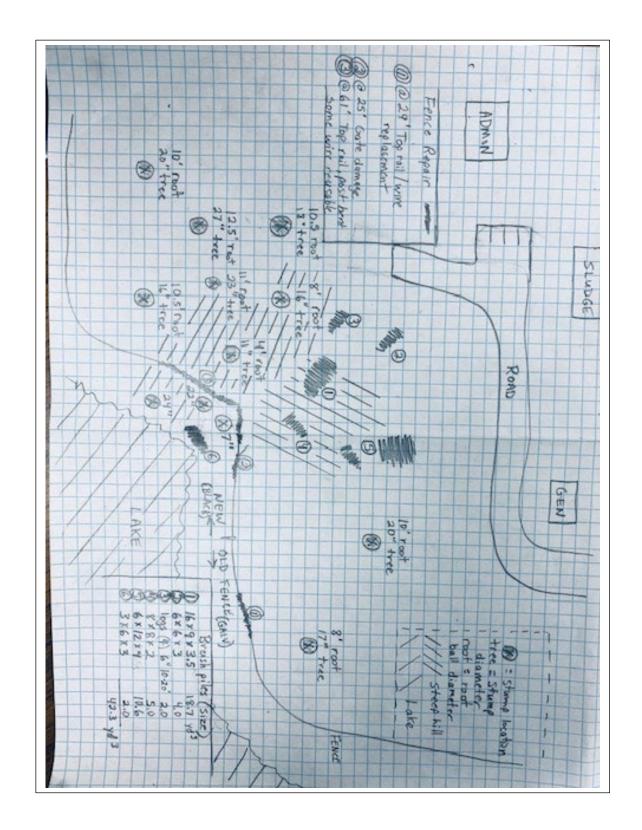
## ATTACHMENT II FEE SCHEDULE

Item	Description of Service	Cost	Unit	
1	Approximately 8 stumps / root balls (8 to 12 linear feet) that are easily accessible – root ball to be pushed back into hole and stump ground.		/stump	
2	Approximately 4 stumps / root balls (8 to 12 linear feet) that are less accessible – stump to be cut		/stump	
3	Approximately 6 piles of limbs / logs in piles – approximately 50 cubic yards. Debris to be ground and reduced to hardwood mulch. The removal in some cases will require machinery operating in a wooded area. This mulch will be used to prevent erosion on the bank in front of the administration building.			
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#### **NOTES:**

- 1. Includes management of site remediation to include but not limited to pre and post use soil and water testing.
- 2. Items 1-10 include all personnel cost needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

## ATTACHMENT III Map of Work Area



## 16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The prospective lower tier participant [\$100,000 or more] certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to their proposal.

Signed:	Dated: _	Dated:	
Typed (or Printed) Name: _			