

**SENECA LIGHT & WATER  
SENECA, SOUTH CAROLINA**



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**REQUEST FOR PROPOSALS  
PRE & POST DISASTER  
RECOVERY and MITIGATION  
CONSULTING SERVICES**

**AUGUST 2023**

## **Introduction**

Seneca Light & Water (Seneca) intends to hire an individual or firm to provide the professional services described in Section 1.2 of this Request for Proposal (“RFP”). Persons interested in submitting a response to this RFP should review the instructions on how to respond and for the applicable contractual terms.

This RFP is divided into the following sections:

- Section 1: Specific Information Regarding This RFP
- Section 2: General Instructions
- Section 3: General Terms and Conditions of Agreement
- Section 4: Description of Services (if referenced in Section 1.2 below)
- Attachment A: Response Format

## **SECTION 1**

### **1.2 – Scope of Services.**

Seneca Light & Water seeks professional services related to the administration of pre-disaster and post-disaster grant awards consulting services to assist with participation and qualification under the Federal Emergency Management Agency (FEMA) Public Assistance Program for Disaster Recovery and Mitigation Consulting Services for Incidents and Events. The Consultant will provide assistance and support for grant management, compliance, and administrative services in connection with its applications for reimbursement from the State of South Carolina and Federal agencies, including FEMA, for significant losses and costs incurred from of a Federally Declared Disaster or other incidents and events. The type of professional services requested will require in-depth knowledge and expertise in the operations and procedures employed by the State of South Carolina, FEMA, and other Federal Agencies in their past and current applications of reimbursement and procedural processes. All work must be properly completed and accurately documented. All work must comply with FEMA’s Direct Administrative Cost (DAC) processes and comply with all policies and guidance documents issued by the State of South Carolina, FEMA, other Federal Agencies, and the Federal Register for each Federal Declaration. **Note: See Section 4 for a full description of the services and deliverables required under this RFP.**

### **1.3 – Term of Agreement.**

The initial term of the agreement will commence upon execution of the Contract and will continue for a one-year period. Seneca will have the option to renew such agreement for up to three additional one-year periods upon satisfactory performance by Consultant/Firm.

#### 1.4 – Minimum Requirements for Consultants.

Consultant/Firm must satisfy the following mandatory minimum requirements in order to have their Responses evaluated. By submitting, the consultant warrants and represents that it satisfies these requirements. Failure to meet these requirements will result in the response not being evaluated and being rejected as non-responsive:

- 1.4.1 Documented experience working under the requirements of the authorized alternative procedures for the FEMA Public Assistance Program in grantee or sub-grantee management and administration of State and FEMA Public Assistance Grant Programs. Provide a list of organizations and a point of contact for each.
- 1.4.2 Documented experience within the last five years working with sub-grantees with a damage claim in excess of \$1,000,000. Provide a list of organizations and a point of contact for each.
- 1.4.3 Documented experience working with FEMA Section 404 Hazard Mitigation Grant Program (MHGP) and FEMA Section 406 Public Assistance Program funds. Provide a list of organizations and points of contact for each.
- 1.4.4 The Consultant or Firm must have the ability to obtain and maintain liability insurance as required by the City of Seneca.
- 1.4.5 Response Due Date. The deadline for submitting responses to this RFP is **Tuesday, September 26, 2023, at 4PM, EST.**
- 1.4.6 Response Delivery Location:  
Seneca Light & Water  
Attn: Robert Faires  
251 E. North 2<sup>nd</sup> Street  
Seneca, SC 29678
- 1.4.7 Response Opening. All Responses received shall be recorded at 4:00 PM on the Response Due Date at the Response Delivery Location.
- 1.4.8 Contact Person. Seneca's Contact Person for this RFP is:  
Robert Faires  
Director of Utilities  
[rfaires@seneca.sc.us](mailto:rfaires@seneca.sc.us)
- 1.4.9 Any questions, requests for information or requests for amendments to this RFP must be submitted via email no later than **11:00 A.M. Tuesday, September 12, 2023.**

## **SECTION 2**

### **General Instructions**

- 2.1 Questions and Requests for Amendment to RFP
- 2.2 Format/Content of Responses
- 2.3 Submission of Responses
- 2.4 Award of Contract
- 2.5 Terms of Agreement

#### **2.1 Questions and Requests for Amendment to RFP.**

- 2.1.1 If a consultant has questions about the RFP, finds discrepancies, omissions, or ambiguities in the RFP, or believes any term or condition of the RFP is unreasonable, the consultant should request an amendment to the RFP. The request should reference the RFP section at issue and include any specific language that Consultant recommends using. All requests for amendment must be submitted to the Contact Person in writing (via e-mail preferred).

#### **2.2 Format/Content of Responses.**

- 2.2.1 Responses should be prepared simply and economically, providing a straightforward, concise description of Consultant's ability to provide services sought by the RFP. Unnecessary brochures, artwork, expensive paper, and presentation aids are discouraged. Bindings and covers will be at Consultant's discretion.
- 2.2.2 When responding to specific questions, please reprint each question in its entirety before the response.
- 2.2.3 Except as may be specifically requested in the Response Format, Consultant may not impose any additional terms or conditions to any aspect of the RFP.
- 2.2.4 Seneca objects to and shall not be required to consider any additional terms or conditions submitted by consultant, including any appearing in the Response.
- 2.2.5 In submitting a Response, Consultant agrees that any additional terms or conditions shall have no force or effect. Any failure to comply with the terms and conditions of the RFP, including those specifying information that must be submitted with a Response, may result in rejection of the Response.
- 2.2.6 Price offerings shall be inclusive of ALL costs (including but not limited to administrative cost for submission of all required paperwork on Seneca's behalf and any other costs) and will be the only compensation given to Consultant for the required services herein.

## 2.3 Submission of Responses.

- 2.3.1 The location and deadline for submitting Responses is set forth in Section 1 of the RFP. Consultants are fully responsible for meeting these requirements. Reliance upon mail or public carrier is at Consultant's risk. Late bids will not be considered.
- 2.3.2 Consultant shall submit:
  - 2.3.2.1 One (1) original signed version of its Response clearly marked as "ORIGINAL." The Response must be signed by an officer or employee having authority to legally bind Consultant.
  - 2.3.2.2 Four (4) hard copies of the entire Response.
  - 2.3.2.3 One (1) scanned copy (in .pdf format) of the entire Response on a USB FLASH DRIVE. Large files may be scanned as several separate PDF files.
  - 2.3.2.4 One (1) REDACTED scanned copy of the Response (if necessary pursuant to Section 2.12). This copy should be marked "Confidential – Trade Secret" or something comparable to alert the reader of Consultant's claim of a public records exemption.
  - 2.3.2.5 All copies are to be placed in a sealed package. The outside must be marked with
    - 2.3.2.5.1 the RFP title and
    - 2.3.2.5.2 Consultant's name, address, contact person, and telephone number.
  - 2.3.2.6 It is the sole responsibility of each Consultant to assure all copies are EXACT duplicates of the original Response. Photocopies and scanned file will be used for the purpose of evaluating the Responses.
  - 2.3.2.7 Any information contained in the original Response which has not been transferred to the USB or photocopies will NOT be considered. The original document will be used solely for official record keeping and auditing purposes.
  - 2.3.2.8 Evaluation of Responses.
    - 2.3.2.8.1 Seneca will determine the qualifications, interest and availability of consultants by reviewing all Responses and, when deemed necessary in the sole discretion of Seneca, by conducting formal interviews of selected Consultants that are determined to be the best qualified based upon evaluation of the Responses.

2.3.2.8.2 Seneca reserves the right to accept or reject any and all Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if Seneca determines that doing so will serve Seneca's best interests. Seneca may reject any Response not submitted in the manner specified by the RFP.

#### 2.4 Award of Contract.

- 2.4.1 Seneca may make an award within thirty (30) days after the date of the Responses are due, during which period the Responses shall remain firm and shall not be withdrawn.
- 2.4.2 Except as may otherwise be expressly set forth in the RFP, Seneca intends to award one contract, but reserves the right to enter into a contract with multiple Consultants or to reject all Responses.
- 2.4.3 Based on the evaluation results, Seneca shall communicate the notice of intended award to all Responses by email. Seneca does not intend to provide tabulations or notices of award by telephone.

#### 2.5 Terms of Agreement.

- 2.5.1 After award to the successful Consultant, Seneca and Consultant will promptly enter into a written agreement (the "Contract") incorporating the terms of the RFP, the successful Response, and other terms and conditions as may be agreed to between the parties.
- 2.5.2 Seneca retains the right to reject all bids and/or amend its notice of award at any time prior to the full execution of the Contract. If the successful Consultant fails to perform the Services as agreed, Seneca reserves the right to:
  - 2.5.2.1 issue a new solicitation for the Services;
  - 2.5.2.2 reopen the RFP for the purpose of awarding a contract to another Consultant in accordance with the criteria and processes set forth herein; and/or
  - 2.5.2.3 take such other actions permitted by law.

## Section 3

### General Terms and Conditions of Agreement

#### Contents

- 3.1 Provision of Services
- 3.2 Seneca's Right to Make Changes
- 3.3 Service Warranties
- 3.4 Consultant Assistance
- 3.5 Use of Subconsultants
- 3.6 Meetings and Reports
- 3.7 Invoicing and Payment

#### 3.1 Provision of Services.

- 3.1.1 Consultant shall provide Seneca with all of the services and deliverables described in the RFP, the Response and the resulting Contract (collectively, the "Services").
- 3.1.2 If any services, functions or responsibilities are not specifically described in the RFP, the Response or the resulting Contract but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

#### 3.2 Seneca's Right to Make Changes.

- 3.2.1 Seneca may unilaterally require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of the Contract.
- 3.2.2 Seneca will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Consultant, which shall not be unreasonably withheld.
- 3.2.3 The Parties will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Consultant personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

#### 3.3 Service Warranties.

- 3.3.1 Consultant warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with the Contract and the standards prevailing in the industry.
- 3.3.2 Consultant shall also undertake the following actions without additional consideration during the term of the Contract and for one year thereafter:

- 3.3.2.1 promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Consultant; and
- 3.3.2.2 conferring with Seneca for the purpose of interpreting any of the Services or information furnished.

#### 3.4 Consultant Assistance.

- 3.4.1 At Consultant's request, Seneca will provide reasonable assistance and cooperation to Consultant, including the supply of any data and information necessary for Consultant to provide the Services.
- 3.4.2 Seneca will also designate a person to work with Consultant and administer the Contract in accordance with its terms.

#### 3.5 Use of Subconsultants

- 3.5.1 Except to the extent the use of subconsultants is disclosed in the Response or consented to in writing by Seneca, Consultant shall not be allowed to subcontract or assign any of its duties and obligations hereunder.
- 3.5.2 In all cases, Consultant will be responsible for the acts or omissions of its subconsultants. Consultant will ensure that all relevant contractual obligations will flow down to the subconsultants and will be incorporated into the RFP subcontracts.

#### 3.6 Meetings and Reports.

- 3.6.1 Consultant must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by Seneca and Consultant can reasonably schedule its appearance.
- 3.6.2 Unless otherwise agreed, Consultant shall provide a monthly report summarizing Consultant's performance.
- 3.6.3 Consultant shall provide other periodic reports respecting the Services as Seneca reasonably requests.

#### 3.7 Invoicing and Payment.

- 3.7.1 Unless otherwise specified, payment for Services shall be made on a monthly basis for the Services provided the preceding month.
- 3.7.2 Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number.
- 3.7.3 Seneca may require other information that is deemed necessary to verify its obligation to pay under the Contract.



## Section 4

### Description of Services and Deliverables Scope of Work:

#### Requirements for Consultants:

- 4.1 Make recommendations, develop, manage, administer, and provide guidance for Seneca's Pre and Post disaster recovery activities related to State and Federal programs, rules, and regulations.
- 4.2 Provide experienced and credentialed staff with in-depth knowledge and subject matter experience working Local, State, or Federal Public Assistance recovery programs.
- 4.3 Provide technical assistance and advisory services related to mitigation and recovery from Federally Declared and Non-Declared Disasters.
- 4.4 Develop and implement strategies designed to maximize eligible Federal and State reimbursement.
- 4.5 Provide support for strategic planning and coordination of recovery efforts.
- 4.6 Review contracts and purchasing documentation to ensure compliance with Federal Regulations (CFR) Part 200.
- 4.7 Attend meetings with FEMA, SCEMD, and Seneca's personnel.
- 4.8 Coordinate the development of Project Worksheets (PWs) and other documented versions as required for SCEMD and FEMA.
- 4.9 Develop hazard mitigation proposals. Identify, develop, and evaluate opportunities for hazard mitigation projects to reduce or eliminate risk from future events. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to the Hazard Mitigation Grant Program, Pre-Disaster Mitigation, CDBG, and other mitigation programs.
- 4.10 Compile documentation to include records for contract expenditures, force account labor, and force account equipment for Project Worksheets.
- 4.11 Identify permit and regulatory requirements necessary for the submission of Project Worksheets.
- 4.12 Participate in dispute resolution with SCEMD and FEMA, including the preparation of time extensions, appeals, and responses to Requests for Information (RFI).
- 4.13 Participate in SCEMD Audits, Inspector General Audits, and FEMA Single Audits.
- 4.14 Prepare grant closeout documents, files, reports, and other required documentation to ensure funding of projects.

- 4.15 Record and upload documents as required by SCEMD and the FEMA Grantee Portal (Grantee.FEMA.gov).
- 4.16 Provide continuous monitoring to achieve the City's goal of effectively obtaining all eligible reimbursements available from FEMA and other reimbursing agencies for the damages incurred and provide a dedicated team of multi-disciplined professionals to manage and oversee all aspects of State and Federal recovery processes.
- 4.17 Measure and formulate initial and joint damage assessments for projects required for Seneca by the SCEMD and FEMA.
- 4.18 Provide applicant briefings, regarding alternate sources of funding, such as property insurance policies, and HUD CDBG-DR.
- 4.19 Prepare Request for Public Assistance (RPA) and other required documents for account activation with SCEMD and FEMA. Assist Seneca in preparing responses to SCEMD risk assessments, as applicable, and other pre-award activity.
- 4.20 Coordinate and schedule site visits with the SCEMD and FEMA.
- 4.21 Participate in SCEMD and FEMA site visits to damaged areas, facilities, locations, and other project formulation efforts.
- 4.22 Assist the City in gathering information for SCEMD and FEMA project formulation.
- 4.23 Prepare and review preliminary cost estimates, project scope formulation, project assumptions, and project estimates as written by SCEMD or FEMA to ensure accuracy.
- 4.24 Prepare submission requests for Immediate Needs Funding (INF), cash advances, and cost share waivers as available.
- 4.25 Identify potential opportunities for the City to restore assets in a strategic or resilient manner, and prepare documentation for hazard mitigation.
- 4.26 Measure and project estimated expenses and assist in consolidating information into a presentable format as required by State and Federal agencies.
- 4.27 Document all disaster volunteer activity and measure value to apply toward the City's project cost share.
- 4.28 Attend and participate in key meetings such as the applicant briefing, kickoff meeting, ad hoc State and Federal agency meetings, or others at the direction of the City.
- 4.29 Document meeting minutes, key information provided by State and Federal agencies, and positions rendered to minimize re-work and loss of work product caused by personnel turnover.
- 4.30 Provide applicant briefings regarding all alternate sources of funding beyond State and Federal agencies.

- 4.31 Prepare preliminary cost estimates and project scope formulation.
- 4.32 Review project estimates as written by FEMA to ensure completion and accuracy.
- 4.33 Prepare and enter all Request for Reimbursements (RFR's), quarterly reports, and supporting documentation into SCEMD.
- 4.34 Compile detailed reports to document any City, consultant, or Consultant hours and expenses classified as Direct Administrative Costs (DAC) or Management and Administration cost and eligible for reimbursement.
- 4.35 Review the City's insurance policies to ensure compliance with the FEMA Public Assistance Program.
- 4.36 Prepare and collaborate with Seneca on insurance claims.
- 4.37 Review Eligibility Assessments made by FEMA or SCEMD that may affect the City's projects.
- 4.38 Prepare all correspondence and supporting documentation for the appeals process for any eligibility or other rulings not in favor of the City.
- 4.39 Assist in all Federal and State Project Closeout processes.
- 4.40 Assist with Environmental and Historic Preservation (EHP) process, documentation, and approvals required for any projects.
- 4.41 Provide counseling and services related to administration of pre-disaster and post-disaster grant awards for a variety of project types including, but are not limited to, Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and Hazard Mitigation Grant Program (HMGP).