

Chester Sewer District d/b/a Chester County Wastewater Recover (CWR)

Request for Proposal

Right of Way Clearing for Wastewater Line Right of Ways

Mandatory Pre-Proposal Meeting January 18, 2023 at 11:00 AM

Chester County Wastewater Recovery (CWR) located in Chester County South Carolina is seeking competitive proposals on right of way clearing for approximately 27 miles of wastewater line right of way. The term of this agreement is 12 months with two 12-month options, for a total of 36 months, if options are exercised.

Mandatory Pre-Proposal Meeting: A mandatory pre-proposal meeting will be held on January 18, 2023 at 11:00 AM in the CWR conference room at the CWR administration building located at 2715 Gaston Farm Road Chester SC 29706. Inspections, questions, and work review will take place at this time. Only those companies with representatives in attendance at this meeting will be allowed to submit a proposal.

The process of responding to this Request for Proposal (RFP) should involve interested companies reviewing and analyzing the information provided herein and responding in writing to all items where a response is requested.

Request for proposals

Proposals will be received by CWR until 2:30 PM local time on March 3, 2023. Details of the award will be posted on our website www.cwr.services after the proposals are evaluated.

The proposals will be evaluated by the CWR evaluation team. No proposals may be submitted after the deadline. The proposer is solely responsible for the timely submission of his/her response.

Proposals may be submitted on paper to: Chester County Wastewater Recovery, Attn: Joel Manning, PO Box 279, Richburg, SC 29729 prior to the appointed time of the proposal opening. They may also be submitted electronically to csdadminassist@cwr.services. The date and time marked by CWR mailbox will

govern whether the proposal is accepted. Proposals must be received, not sent by the date and time above.

All proposals submitted on paper must be in a sealed envelope and marked: **PROPOSAL: RIGHT OF WAY CUTTING, OPEN MARCH 3, 2023 AT 2:30 PM**

All proposals must be approved by the Maintenance Superintendent and the Executive Director.

Should the proposals be higher than the amount allocated by the District for this project, the District reserves the right to negotiate in good faith with the low proposer. Failing an agreement, the District may reject all proposals and resubmit for new proposals or make any other decisions it deems to be in its own best interest.

District Contact

If you have any questions regarding this RFP or terms or conditions, please contact Joel Manning at jmanning@cwr.services.

All questions about the RFP or the work itself must be submitted to CWR staff by February 23, 2023 at 11:30 AM.

Qualified Vendor

A qualified vendor is defined for this purpose as one who meets, or by the date of proposal acceptance can meet all requirements for licensing, insurance and service contained within this RFP.

Insurance

Company agrees that Company shall keep and maintain general automobile liability insurance in the amount of \$1,000,000 per occurrence for each vehicle and \$1,000,000 in aggregate for all vehicles which Company brings onto District property or use in any manner in the provision of services, including transportation to and from the sites(s) where the services are rendered; and Company further agrees that Company shall maintain general liability insurance in the amount of at least \$1,000,000 per incident/occurrence and \$1,000,000 in aggregate for all incidents/occurrence during the policy period; and Company agrees that Company shall maintain Worker's Compensation Insurance on all of the Company's employees. In no event shall Company serve as self-insurer for

the purpose of Worker's Compensation Insurance. Company also agrees that Company shall provide, in a form acceptable to the District, Certificates of Worker's Compensation Insurance, Automobile Liability Insurance and General Liability Insurance.

Indemnification

Company agrees to and shall indemnify and hold the District harmless for and against all liability, loss, damages or injury, and all costs and expenses (including attorney's fees and costs of any suit related thereto), suffered or incurred by the District, arising from or related to Company's negligent performance under this Agreement.

Illegal Immigration Reform Act Compliance

The contractor certifies that the contractor will comply with the requirements of Chapter 14, Title 8 of the South Carolina Code of Laws titled **Unauthorized Aliens and Public Employment** and agrees to provide the District any documentation required to establish either; (a) the applicability of such laws to the contractor, subcontractor, and sub-subcontractor; or (b) the compliance with these laws by the contractor and any subcontractors or sub-subcontractors.

WMBE Statement

It is the Policy of CWR to provide minorities and women equal opportunity for participating in all aspects of the District's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina.

It is further the policy of the District to prohibit discrimination against any person or business in pursuit of these opportunities based on race, color, national origin, religion, sex, age, handicap, or veteran status.

It is further the policy of the District to conduct its contracting and procurement programs to prevent such discrimination and to resolve any and all claims of such discrimination.

Customer Service

Please remember, although you are a contracted District service, you each represent Chester County Wastewater Recovery during all work performed, face- to-face as well as telephone conversations. These guidelines are to give all

contract employees a solid feeling for what Chester County Wastewater Recovery expects from any contracted service.

Overview:

- A. Be friendly, courteous, and helpful.
- B. Company uniforms must always be worn.
- C. Staff members must always look and act professional.

Instructions to Responders

Purpose: The purpose of this document is to provide potential proposers general and specific information in submitting a proposal to supply the District's needs as listed within.

1.1 Definitions:

- A. Responder: This term is used to encompass the party seeking an agreement with Chester County Wastewater Recovery.
- B. District: This term is defined as Chester County Wastewater Recovery. All communications relating to the proposal process or the resulting purchase should be directed to the Districts Financial Analyst or designated contact.
- C. Purchase: This term means the agreement executed by the District and the successful responder.

1.2 Responder: All responses shall be:

- A. Prepared and submitted on the forms enclosed, unless otherwise prescribed.
- B. Typewritten or completed in ink, signed by the proposing firm's authorized representative with all erasures or corrections initialed and dated by said signer.
- C. Each proposal constitutes an offer and may not be withdrawn except as provided herein. Proposal Prices are to remain firm for the period stated in the Proposal Request.
- D. Each proposal shall include the name, address, telephone number, fax number and e-mail address of at least three (3) current customers for whom they have provided similar products. These references may be contacted, and if so, their responses will constitute a significant part in the proposal evaluation process.

1.3 Proposal Submission: three (3) copies of the Response shall be:

- A. Submitted in a sealed envelope with the following information written on the outside of the envelope:

- The name of the responding company;
 - Identification of items being proposed; date and time of proposal opening.
- B. Mailed or delivered to the address shown in the Proposal Request for receipt by the District by the stated deadline.
- C. Proposals not received by the time and date specified will not be opened or considered, unless the delay is a result of the District, its agents, or assigns.

1.4 Errors in Proposal: Responders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals. Failure to do so will be at the responder's risk. In case of error in extension of prices in the proposal, the unit price shall govern.

1.5 Award Criteria: The award shall be made to a single responder who submits the lowest responsible and responsive proposal taking into consideration product quality, past performance, and compliance with stated terms, conditions, and specifications. The District reserves the right to make such decisions as it deems to be in its own best interest. The District alone shall make such determination.

1.6 Compliance with laws: The successful responder shall obtain and maintain all licenses, permits, liability insurance, workers compensation insurance and comply with all other standards or regulations required by federal, state, county or city ordinances and rules during the performance of any purchase between the responder and the District. Any such requirement specifically set forth in any purchase document between the responders and the District shall be supplementary to this section and not in substitution thereof.

1.7 Brand Name: The use of a brand name is for the sole purpose of describing the standard of quality, performance, and a characteristic desired and is not intended to limit or restrict competition.

Scope of Work to be Completed

- 1) Cut approximately 26.36 miles of sewer line right of way to a width of 30 feet. Cut maintained width on floor of right of way to include creek bottoms and road/fence line crossings. The Chester area contains approximately 101,180 linear feet. The Richburg area contains approximately 38,000 linear feet.
- 2) Replace missing manhole markers with high visibility tip metal fence posts. Post must be a minimum 8 feet in length. Clear vegetation around manhole.
- 3) Downed trees in the right of way are to be cut and moved to the side.
- 4) Spray 15 pump stations with weed killer.

Requirements:

- Contractor is required to notify customers in a timely manner (at least 15 days but not longer than 30 days) prior to entering property to begin work. Contractor will meet with customers if necessary, to explain the nature of work.
- Contractor is expected to be responsive to customers, according to the customer service standards of Chester County Wastewater Recovery.
- Entire width of right of way is to be cleared, unless directed otherwise by CWR.
- Where possible, all brush shall be cut to the ground.
- Contractor will clear around manholes so that manholes may be accessed.
- Contractor is responsible for chipping and removal of all debris. In general, debris is expected to be removed from urban and suburban residential areas. Where debris removal is not a customer service issue, debris may be “hashed up” and left on site.
- Contracted work must be completed prior to June 30th, 2024.
- Contractor is responsible for finding their own parking area and for the security of their trucks and equipment including non-use hours.
- Contractor will be required to develop a work plan and provide quarterly updates on progress (miles completed and miles remaining).
- The selected contractor shall be responsible for all services and supplies necessary to effectively perform the services as defined. This includes all labor, equipment, supplies and materials.
- All appropriate work equipment and safety equipment for a crew doing sewer right of way maintenance work in an efficient manner.

Hours of Operation: Work may be performed between the hours of 7:00AM - 6:00PM, Monday through Friday; any other days or times must be approved by Maintenance Department in advance. Urban and Suburban areas should be considered when start times are being selected.

Prime Contractor Responsibilities: The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The District will consider the contractor to be the sole point of contact regarding contractual matters.

Contract Term

Initial Year	July 1, 2023, thru June 30, 2024
Option of annual renewal	July 1, 2024, thru June 30, 2025
	July 1, 2025, thru June 30, 2026

Proposal Sheet

We, the undersigned, do hereby affirm that we have read and understand the enclosed proposal requirements and specifications; and do submit this proposal for the items listed below:

Please enclose three (3) copies of this sheet.

Provide right of way maintenance services for Chester County Wastewater recovery for a period of twelve (12) months at an annual rate of:

Amount: \$_____

Indemnity Provision

CONTRACTOR (or Lessee or Vendor) assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the District or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of the work/service by the Contractor, his subcontractors, agents, and employees, including losses, expenses, damages sustained by the District, and agrees to indemnify and hold harmless the District, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this agreement, contractor agrees to purchase and maintain during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

Above provision specifically applies to the contract dated _____
between the Chester Sewer District d//b/a Chester County Wastewater Recovery and _____
_____ for _____
(contractor) (service or products)

(service or products)

Signature _____

Print Name _____

Title _____

Company _____