

# **REQUEST FOR PROPOSAL**

## **INSTALLATION OF DUCT BANK & VAULT SYSTEM FOR 15/25KV ELECTRICAL DISTRIBUTION SYSTEM**

**RFP-16-038374**



**CITY OF MARIETTA  
PURCHASING DIVISION  
205 Lawrence Street  
Marietta, Georgia, 30060  
770-794-5699**

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# **INSTRUCTIONS FOR PROPOSAL SUBMITTAL**

## **ARTICLE 1 TIME AND DATE DUE**

The City of Marietta, a political subdivision of the State of Georgia (hereinafter "City of Marietta" or the "City") shall receive sealed proposals from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Georgia or authorized to conduct business in the State of Georgia until 2:00 P.M., Thursday, February 18<sup>th</sup>, 2016 for the following:

### **INSTALLATION OF DUCT BANK & VAULT SYSTEM FOR 15/25KV ELECTRICAL DISTRIBUTION SYSTEM**

**RFP-16-038374**

All proposal requirements shall be in accordance with Specifications and Requirements Pages S&R-1 – S&R-7) and attached hereto.

## **ARTICLE 2 OPENING LOCATION & TIME**

Names of vendors submitting proposals shall be read out loud at 2:00 P.M., Thursday, February 18<sup>th</sup>, 2016 at the City of Marietta Purchasing Division, First Floor, 205 Lawrence Street, Marietta, Georgia 30060. A public opening of proposals will not occur at the date and time indicated above. Proposals received will be officially recorded, and this recordation will be made available to the public. All proposals received will be turned over to the evaluation committee for opening, review, deliberation, and recommendation. Negotiations will be conducted in accordance with the procedures described in this solicitation.

## **ARTICLE 3 PRE-PROPOSALS CONFERENCE**

Not applicable to this proposal.

## **ARTICLE 4 DELIVERY REQUIREMENTS**

Any proposals received after the stated time and date shall not be considered. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any proposal. It shall be the sole responsibility of the proposer to have their proposal delivered to the City of Marietta Purchasing Department for receipt on or before the above stated time and date. If a proposal is sent by the U.S. Postal Service, the proposer shall be responsible for its timely delivery to the Purchasing Division. Proposals delayed by the mail shall not be opened at the public opening, and arrangements shall be made for their return at the proposer's request and expense. The proposal opening time shall be strictly observed. Under no circumstance shall proposal delivered after the specified time be considered. Such bids will be returned unopened.

## **ARTICLE 5 CLARIFICATION & ADDENDA**

Each proposer shall examine all invitation for proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the invitation to proposal shall be made through the City of Marietta, Purchasing Division. The City shall not be liable for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this invitation for proposal, the City shall attempt to notify all prospective proposers who have secured the same. However, it shall be the responsibility of each proposer to contact David B. Jenkins at the City of Marietta, Purchasing Division at 770-794-5696 or [djenkins@mariettaga.gov](mailto:djenkins@mariettaga.gov) 72 hours prior to proposal due date to determine if any addenda were issued and to make sure such addenda is a part of their proposal. **EACH PROPOSER SHALL ACKNOWLEDGE ALL ADDENDA BY SIGNING A COPY ADDENDA RECEIVED AND ATTACHING WITH PROPOSAL.**

## **ARTICLE 6 USE AND CLARIFICATION OF SPECIFICATIONS**

If there are any discrepancies in, or omissions from, the Drawings or Specifications, or if the proposer is in doubt as to the true meaning of any part of the Contract Document, he shall request clarification from The Purchasing Division. Such request shall be in writing and shall be made not less than seventy-two (72) hours prior to the time scheduled for the termination of proposal. Interpretations in response to inquiries for any proposer, clarifications or corrections issued in the form of addenda shall be mailed to each proposer. If the proposer fails to request clarification regarding methods of performing work or the material required, his proposal shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

## **ARTICLE 7 BUSINESS LICENSE**

The proposer shall provide appropriate proof of a current Business License.

**ARTICLE 8 SEALED & MARKED**

**SEVEN SIGNED COPIES OF YOUR PROPOSAL SHALL BE SUBMITTED  
IN ONE SEALED PACKAGE, CLEARLY MARKED ON THE OUTSIDE:**

**REQUEST FOR PROPOSAL  
RFP-16-038374**

**INSTALLATION OF DUCT BANK & VAULT SYSTEM FOR 15/25KV  
ELECTRICAL DISTRIBUTION SYSTEM**

**and addressed to:**

**City of Marietta, Purchasing Division  
205 Lawrence Street  
Marietta, Georgia 30060  
Attention: David B. Jenkins, Purchasing Agent II**

**ARTICLE 9 LEGAL NAME**

**Proposals shall clearly indicate the legal name, address and telephone of the respective proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted proposal.**

**ARTICLE 10 PROPOSAL EXPENSES**

**All expenses for making proposals to the City are to be borne by the proposer.**

**ARTICLE 11 IRREVOCABLE OFFER**

**Any proposal may be withdrawn up until the date and time set above for the opening of proposal. Any proposal not withdrawn shall, upon opening, constitute an irrevocable offer for a period of 60 days to sell to The City of Marietta the goods or services set forth in the attached specifications until one or more of the proposals have been duly accepted by the City. All prices shall be quoted F.O.B. City of Marietta, Georgia.**

**Proposal modifications shall be accepted from a proposer only if received prior to the scheduled proposal opening, in writing, properly signed by the authorized representative of the proposer's (company, firm, partnership, individual). Proposal modifications shall be submitted as referenced in Article No. 8 and clearly marked "PROPOSAL MODIFICATIONS."**

**Mathematical errors shall be corrected by the City, i.e.: misplaced decimal points shall be corrected; in discrepancies between unit price vs. extended price, unit price shall govern; errors in extension of unit prices shall be corrected and mathematical errors shall be corrected.**

## **ARTICLE 12 RESERVED RIGHTS**

The City reserves the right to accept or reject any and or all proposals, to waive irregularities and technicalities, award the contract in the best interest of the City of Marietta or to request re-proposal. The City reserves the right to accept all or any part of the proposal and to increase or decrease quantities to meet additional or reduced requirements of the City

For each item or for all items combined, the proposal of the lowest, responsible and responsive proposer shall be accepted, unless all proposals are rejected. The lowest responsive proposer shall mean the proposer who makes the lowest proposal to sell goods and/or services of a quality which conforms closest to the quality of goods/and or services set forth in the attached specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the invitation for proposal. To be a responsible proposer, the proposer shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the contract requirements, and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which shall assure good faith performance. Also, the City reserves the right to make such investigations as it deems necessary to determine the ability of any proposer to deliver the goods or service requested.

Information the City deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to current financial statements; verification of availability of equipment and personnel; and past performance records.

## **ARTICLE 13 APPLICABLE LAWS**

Proposers shall be authorized to transact business in the State of Georgia. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City of Marietta shall apply to any resulting agreement.

## **ARTICLE 14 CODE OF ETHICS**

With respect to this proposal, if any proposer violates or is a part to a violation of the State of Georgia, Code of Ethics for Public Officers and Employees, such proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for goods or services for the City of Marietta.

## **ARTICLE 15 COLLUSION**

By offering a submission to this invitation for proposal, the proposer certifies that the proposer has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Also, proposer certifies, and in the case of a joint proposal each party thereto certifies as to his/her own organization, that in connection with this proposal:

- 15.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other proposer or with any competitor;
- 15.2 Any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer and shall not knowingly be disclosed by the proposer prior to the scheduled opening directly or indirectly to any other PROPOSER or to any competitor;
- 15.3 No attempt has been made or shall be made by the PROPOSER to induce any other person or firm to submit a proposal for the purpose of restricting competition;
- 15.4 The only person or persons interested in this proposal, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his proposal or in the contract to be entered into; and
- 15.5 No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business.

## **ARTICLE 16 CONTRACT FORMS**

Any Agreement, Contract or Purchase Order resulting from the acceptance of a proposal shall be on forms provided by the City. Each proposer shall state in his proposal, in words and numerical, written in ink or typed, the price for which he shall perform the work or supply the items required by the specifications, plans and contract documents. Any erasures, delineations or alterations are to be clear and initialed by the person signing.

**ARTICLE 17 NOTICE OF ACCEPTANCE**

Owner shall notify the successful proposer of its acceptance of the proposal by depositing an executed copy thereof in the United States mail. Such notice shall be sent by certified mail, with postage prepaid, to the name and address of such proposer as stated in the proposal. Unsuccessful proposers shall be notified first-class mail.

**ARTICLE 18 PROPOSAL FORMS, VARIANCES, ALTERNATES**

Proposals shall be submitted on The Companies' Letterhead. **PROPOSERS SHALL SUBMIT PROPOSAL DOCUMENTS, ALL DOCUMENTS REQUIRING SIGNATURES AND ANY OTHER ATTACHMENTS (LICENSES, SPECIFICATIONS, ETC.) REQUIRED FOR THIS PROPOSAL BASED ON THE REQUIRED COPIES REQUESTED IN ARTICLE 8 WITH ORIGINAL SIGNATURES WHERE APPLICABLE.**

Proposers shall indicate any and all variances/exceptions from the City requested specifications, terms, and conditions on sheet entitled **"EXHIBIT A"** Providing there has been no variances/exceptions or alterations attached to said proposal, it shall be assumed that the proposer is meeting all requirement of the specifications. Alternate proposals may or may not be considered at the sole discretion of the City.

**ARTICLE 19 DISCOUNTS**

Any and all discounts shall be incorporated as a reduction in the proposal price and not shown separately. The price as shown on the proposal shall be the price used in determining awards.

**ARTICLE 20 DESCRIPTIVE INFORMATION**

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the proposer wishes to make substitution to the specifications, proposer shall furnish to the City the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City in evaluating the substitution, and such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A proposal containing a substitution is not accepted until such time as it is approved by the City.

**ARTICLE 21 TAXES**

The City of Marietta is exempt from Federal Excise and State Sale Taxes; therefore the proposer is prohibited from delineating a separate line item in his proposal for any sales or service taxes. The City of Marietta does not intend to imply that a proposer has no independent tax liability.

## **ARTICLE 22 USE OF TRADE NAMES**

Brand or trade names referenced in specifications are for comparison purposes only. Proposers may submit proposals on items manufactured by other than the manufacturer specified. In these instances, proposals shall be accompanied with all descriptive information necessary for a thorough evaluation of the proposed materials, equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exception taken to the specifications.

Failure of any proposer to furnish this data shall be cause for rejection of specified item(s) to which it pertains.

## **ARTICLE 23 REGULATIONS, CODES AND STANDARDS**

It shall be the responsibility of each supplier to assure compliance with any and all Codes & Standards including but not limited to OSHA, EPA LIFESAFETY, ANSI ASTM, UA and/or other Federal or State of Georgia rules, regulations or other requirements, as each may apply.

## **ARTICLE 24 AUTHORIZED PRODUCTION REPRESENTATION**

The successful proposer(s) by virtue of submitting the name and specifications of a manufacturer's product shall be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it shall be presumed by the City that the proposer(s) is/are legally authorized to submit, and the successful proposer(s) shall be legally bound to perform according to the documents.



**C. LIMITATIONS OF LIABILITY**

**Owner shall not be liable in contract or in tort (including negligence) to Contractor, subcontractor or suppliers of Contractor, regardless of tier, for indirect, special, punitive, incidental or consequential damages (including without limitation any damages relating to lost profits, revenue or loss of use) arising out of or resulting from Owner's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.**

**Contractor shall not be liable in contract or in tort (including negligence) to Owner, subcontractor or suppliers of Owner, regardless of tier, for indirect, special, punitive, incidental or consequential damages (including without limitation any damages relating to lost profits, revenue or loss of use) arising out of or resulting from Contractor's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.**

**ARTICLE 26 BID GUARANTEE**

**The City of Marietta shall request the following for proposals in excess of Forty Thousand Dollars (\$40,000.00).**

**26.1 BID BOND**

**Not applicable to this proposal**

**26.2 PERFORMANCE BOND**

**Upon execution and delivery of the contract, the bidder shall furnish the City a performance bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the City. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.**

**26.3 PAYMENT BOND**

**Upon execution and delivery of the contract, the bidder shall furnish the City of Marietta a payment bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the City. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.**

**ARTICLE. 27 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

The City of Marietta, Marietta, Georgia, in accordance with the provisions of Title VI of The Civil Rights Act of 1964(78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all proposers that it shall affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals in response to this advertisement and shall not be discriminated against on the grounds of race, color, disability or national origin in consideration for an award.

**ARTICLE 28 DRUG FREE WORKPLACE**

The City of Marietta is a DRUG FREE WORKPLACE. It is required that the attached Drug Free Workplace Form (Exhibit B) be signed and returned to this office with the proposal. In the event of a tie proposal, receipt of a valid and accurate form may be used as basis for awarding the contract.

**ARTICLE 29 WORK AUTHORIZATION PROGRAM**

Contractor affidavit and agreement and subcontractor affidavit and agreement are attached (Exhibit C) it is required that these forms be signed and returned to this office with the proposal.

**ARTICLE 30 CONFIRMATION ON PROPOSALS**

**PROPOSERS INTERESTED IN RECEIVING A COPY OF THE PROPOSAL TABULATION/EVALUATION SHEET SHOULD ENCLOSE A STAMPED, SELF-ADDRESSED ENVELOPE WITH THEIR PROPOSAL. ALLOW THIRTY (30) DAYS MINIMUM FOR A REPLY.**

**EXHIBIT A**  
**ALTERATIONS /EXCEPTIONS**

**SPECIAL INSTRUCTION: ALL ITEMS SHALL BE TYPED OR PRINTED**

## EXHIBIT B

### Drug Free Work Place Certification

**Identical Tie Proposals - Preference shall be given to businesses with drug-free workplace program. Whenever two or more proposals which equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has implemented a drug-free work place program shall be given preference in the award process. Established procedures processing tie proposals shall be followed if none of the tied vendors have drug-free workplace program. In order to have a drug-free workplace, a business shall:**

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.**
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3) Give each employee engaged in providing the commodities of contractual services that are under proposal a copy of the statement specified in the subsection (1).**
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.**
- 5) Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

**As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

**EXHIBIT C**

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of subcontractor) on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (name of contractor) on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

***EXHIBIT D***

**SPECIFICATIONS AND REQUIREMENTS  
FOR  
REQUEST FOR PROPOSALS TO INSTALL DUCT BANK & VAULT  
SYSTEM FOR 15/25kV ELECTRICAL POWER DISTRIBUTION SYSTEM**

**CONTRACT WILL RUN FOR (1) ONE YEAR WITH THE OPTION FOR (3) THREE  
ADDITIONAL (1) ONE YEAR RENEWALS.**

**PROJECT OVERVIEW**

The City of Marietta is requesting proposals for the installation of a 15/25kV electrical distribution duct bank and vault system (duct bank). There will be 10,000 to 20,000 feet of duct bank installed under this RFP.

**SCOPE OF WORK**

Selected companies are expected to install up to 20000' of concrete encased duct bank, direct buried PVC conduit, vault enclosures and associated items as well as standard URD construction. Restoration of disturbed areas is part of this RFP (see CREWS NEEDED SECTION OF THIS RFP). All material will be supplied by Marietta Power. The selected company will coordinate concrete delivery with a pre-determined concrete company that has been chosen by Marietta Power. Concrete fees will be billed directly from the concrete company to Marietta Power.

Most duct bank to be installed under this RFP will be 5' to 7' deep and will require digging of a trench which is 42" to 48" wide.

Marietta Power will make subterranean radar images available to companies selected to perform duct bank installation. GPR (ground penetrating radar) will be provided by companies whose service is not covered under this RFP.

These numbers are estimates and may be changed as the scope of the project changes.

All proposals shall include a statement of what response time the selected contractor can provide in case of emergency (after regular hours) and what hourly rate will apply, if different from standard rate.

All work shall be completed in a professional and workmanlike manner with a high degree of importance placed on successful contact with the citizens of the city and landowners. Because efficiency and safety depend on skilled equipment operators and job knowledge experience, contractor shall provide documentation of safety work records and personnel experience.

The contractor shall provide all labor, equipment, supplies, safety equipment, tools, and supervision to accomplish the contracted tasks.

Each work site must be left clean and free of debris at the end of each workday. Equipment may not be left on site overnight unless otherwise directed by the Property Owner. It is the policy of the City of Marietta/BLW that all work will be performed under the safest possible conditions and every reasonable effort will be made to provide and maintain a safe work area for our customers.

### **PROPERTY DAMAGE**

The contractor shall be responsible for all property damage associated with gaining access to the work by the contractor, as well as damage resulting to property or other facilities from the contractor's work. All damages to City/BLW customers shall be reported at time of incident.

### **WORKDAY SCHEDULE**

The contractor shall report to work as scheduled by Marietta Power. Workdays will be at least ten hours per day, Monday through Thursday, unless otherwise directed by Marietta Power. Work hours are from 07:00 am to 05:30 pm., unless otherwise directed by Marietta Power.

### **REQUIREMENTS FOR CONTRACTOR / CONTRACTOR EMPLOYEES**

All contractor employees shall maintain a professional attitude and appearance while on Marietta Power's job site or grounds. All employees must have a current Georgia D.O.T. Certified Traffic Flagger Card and CPR/First Aid training. Equipment operators must have a minimum two years experience and line workers four years experience. A crew leader, i.e. Foreperson or Leadman, shall be on job site with crew during work performed. The crew leader must meet all requirements as set forth in OSHA Standard 29 CFR 1926, Subpart P, and Excavations. The contractor must have and provide a copy of their safety manual for review.

Only qualified employees and trainees working under their direct supervision may work on or with exposed energized lines/cables or parts of equipment or access enclosures.

The contractor shall obey all national, state, local, ANSI, OSHA and Marietta Power's safety rules for working on or proximity of energized cables during this project.

To be included in each bid, each firm must meet the following minimum requirements:

- Shall meet and follow all Marietta Power safety rules, regulations, and procedures per the Marietta Power Safety Manual. A copy of the safety manual will be supplied upon request.
- All hot work shall be performed safely.

- First preference is to perform all overhead line work from an insulated aerial device (i.e. Bucket Truck)
- Second preference is to perform all overhead line work from an approved insulated board (i.e. Baker Board)
- No hot work will be allowed from hooks while on the pole. If the first and second preference is not possible, consideration will be given to de-energizing the section of line where the work is being performed. This will be an option of last resort. In addition, if the first and second preference is not possible, consultation with the Superintendent of Operations and the District Operations Supervisor is required before proceeding with the work. Other employees may also be included in the consultation.
- All crewmen shall wear fire retardant category 2 clothing (i.e. all outerwear including pants, long-sleeve shirts, coats, vests, bib-coveralls, hardhat liners, etc.) at all times while working on or around energized conductors.
- The firm's crews and equipment shall have a neat and presentable appearance at all times.
- All booms, aerial devices, digger derricks and other similar equipment shall have annual and dielectric tests.
- All rubber goods, hoses, and blankets shall be tested every six months and maintained in a safe and acceptable working order. If this is not presently being done, it will not prevent the firm from being selected. But no testing at all may prevent the firm from being selected. Once the bid is awarded, the firm shall immediately begin testing the equipment as stated above.
- All gloves and sleeves shall be tested every month and maintained in a safe and acceptable working order. If this is not presently being done, it will not prevent the firm from being selected. But no testing at all may prevent the firm from being selected. Once the bid is awarded, the firm shall immediately begin testing the equipment as stated above.
- Restoration crew experience.
- Shall have no more than 8 vehicle accidents per 1,000,000 miles driven. Marietta Power has a strong commitment to safety and reducing the number of vehicle accidents. The goal for Marietta Power and its contractors is less than eight vehicle accidents per 1,000,000 miles driven. The number of eight is only chosen for the purpose of qualifying bidders and does not reflect in a negative manner the emphasis put on safety and vehicle accidents.

- Shall have no more than 6 OSHA recordable personal injuries per 200,000 hours worked. Marietta Power has a strong commitment to safety and reducing the number of personal injuries. The goal for Marietta Power and its contractors is less than six OSHA recordable personal injuries per 200,000 hours worked. The number of six is only chosen for the purpose of qualifying bidders and does not reflect in a negative manner the emphasis put on safety and personal injuries.
- Shall have no more than six property damage claims over \$500 per 100,000 hours worked.
- Shall be licensed and permitted to work in the Marietta Power and Cobb County service territory.
- Shall have a certificate of insurance with a minimum of \$3,000,000 bond.
- Shall have, from the firm's insurance company, an insurance rating of at least a "Good" rating.
- Shall have a workman's compensation experience rating of one or less.
- Shall hold monthly safety meetings and discuss appropriate topics pertaining to safety and working conditions. Marietta Power will permit, without charge, the firm and its employees, reasonable access to and use of its safety training facilities and safety training materials. Marietta Power may impose reasonable conditions on the use of its facilities and materials. It is suggested the firm copy the safety meeting format used by Marietta Power. The following training programs shall be conducted for all line personnel:
  - First aid & CPR certification
  - Annual Pole-top and Bucket Rescue
  - Vault Rescue
  - Safe Digging Practices / GUFPA Training
  - Defensive driving course (Recommended)
- Shall hold pre-construction and tailgate meetings for each job.
- Shall be available for storm work on the Marietta Power system on a cost plus basis and cannot respond off the Marietta Power system without prior approval and release from the Superintendent of Operations.

**INFORMATION NEEDED FROM EACH BIDDER**

The following is a list of information that Marietta Power is soliciting, from each firm, to be used, in part, to determine which companies will be selected to perform the work described in this RFP. Please provide the requested information as listed below:

A list of all organizations/utilities your company has worked for since January 1, 1998 or contractor's available history.

- Verification and documentation that all booms, aerial devices, digger derricks and other similar equipment have annual structural and dielectric tests.
- Verification and documentation that all rubber goods are tested on a regular schedule (The schedule of testing must be noted in the documentation).
- Verification and documentation that all gloves and sleeves are tested on a regular schedule (The schedule of testing must be noted in the documentation).
- Documented safety record as listed below since January 1, 1998:
  - Number of vehicle accidents per 100,000 miles driven.
  - Number of personal injuries per 100,000 hours worked.
  - Number of property damage claims over \$500 per 100,000 hours worked.
- OSHA log# 200/300 since January 1, 1998 or per the contractor's standard document retention policy.
- Documentation of a drug-and-alcohol testing program.
- Documentation showing the firm is licensed and permitted to perform work in the Marietta Power and Cobb County service territory.
- Certificate of insurance with a minimum of \$3,000,000 bond.
- Statement from insurance company on insurance company letterhead stating the rating of the firm (bidder).
- Worker's compensation experience modification rates since January 1, 1998 or contractor's standard document retention policy.
- Verification and documentation of a safety program showing safety meeting topics, pre-construction meetings and tailgate meetings.

### **AVAILABILITY OF CREWS AND EQUIPMENT**

Bids will be evaluated with respect to availability of crews and equipment. Crews will be needed within three (3) weeks from the date a contract is signed.

## **CREWS / EQUIPMENT NEEDED**

This RFP covers crews and equipment needed for the following type crews:

2 – Four Man Underground Digging Crew: Equipment needed for duct and vault installation up to 10' deep, 42" to 48" wide trench & shoring equipment, typical vault installations will be 13' Octagonal or 12' x 14' Rectangular type vaults.

1 – Restoration Crew: Equipment needed to perform the followings tasks:

- Remove and installed various types of fencing
- Remove and install various types of retaining walls
- Remove and install various types of parking lot surfaces
- Remove and install various types of turf
- Remove and install various types of landscaping
- Remove and install various types of sidewalks
- Remove and install silt fencing as required by state and local statues
- Remove and install various types of monuments
- Limited soil grading
- Sprinkler system installation and repair
- Sewer system repair
- Alarm system repair
- Site lighting repair

## **EQUIPMENT REQUIREMENTS**

The contractor shall provide state-of-the-art equipment, maintained by mobile contractor fleet maintenance to ensure that the machinery / equipment are in top working order for every job. Equipment must be capable of performing all work duties associated in underground distribution installation in an efficient manner and to eliminate excessive down time. Marietta Power will not be charged for equipment down time.

## **PRICING**

Bids should include the following:

- Per Unit, hourly pricing for all labor and equipment
- Restoration Crew Pricing
- Overtime rates and when these rates will apply
- Pass through material, supply and rental rate schedule, i.e., what percent increase will be added to these items if these items are obtained, on behalf of Marietta Power, and used on the project.

**THE SELECTION PROCESS**

Representatives of the City/BLW review and evaluate all proposals.

Employees evaluating the proposals will use a specific set of criteria for evaluating the products & services. The structure of the evaluation will be to assign points to each response in a number of categories. The specific categories used for evaluation and the points that will be assigned for each class is presented as follows:

A.	Conformance to Requirements for Contractor / Contractor Employees	(20 points)
B.	Compliance with Information Needed from Each Bidder	(15 points)
C.	Availability of Crews and Equipment	(15 points)
D.	Price of Services (labor/equipment)	(50 points)
		<hr/>
	Total =	100 points