



REQUEST FOR PROPOSAL

EMERGENCY RESTORATION AND
REHABILITATION OF ELECTRIC POWER LINES

RFP # 022118-N

February 21, 2018

CLARICE WILSON, C.L.G.P.O.
PROCUREMENT SPECIALIST

ELECTRICITIES OF NORTH CAROLINA, INC
1427 MEADOW WOOD BLVD.
RALEIGH, NC 27604

P.O. BOX 29513
RALEIGH, NC 27626-0513

(919) 760-6293
(800) 768-7697, extension 6293

EMAIL: cwilson@electricities.org

INTRODUCTION

As a service provider for disaster services you are invited to respond to this Request for Proposal (RFP). Proposals will be received for review until **March 6 at 5:00 pm** Eastern Standard time to the attention of Clarice C. Wilson, Procurement Specialist. Proposals received after this date and time shall be returned unopened.

ElectriCities of North Carolina, Inc., (“ElectriCities”), is comprised of 86 municipalities and universities across the states of North Carolina, South Carolina and Virginia. ElectriCities is selecting a preferred service provider which will be referred to and used by its members as they deem appropriate to provide disaster services. ElectriCities make no guarantees for the amount of participation in the program by its members and reserve the right to reject any or all proposals for any reason.

While there are several objectives for this project, these are two of the most important:

- 1) to ensure ElectriCities’ members are given an opportunity to work with a highly professional, skilled service provider of integrity, where the quality of services will be consistently excellent and
- 2) to ensure ElectriCities’ members are given an opportunity to develop a closer relationship with a service provider which meets the criteria outlined in this RFP.

The process to select the Service Provider may be multi-staged with the first being the requested written proposal. Later stages may include further questionnaires and/or presentations and/or walk-throughs. The evaluation process may take several weeks to complete. The RFP process has been developed so it will be as bias free and as objective as possible. It should be understood however, that acceptance of any proposal or subsequent invitation to submit further information or to make a presentation will be solely at the discretion of ElectriCities.

The Service Provider selected will be required to sign a services agreement including the terms described in this RFP and the Service Agreement attached as **Schedule F**. Please include in your proposal the name of the representative empowered to execute service agreements and act on behalf of your company for this service. This RFP is not a service agreement or an offer to enter into a service agreement, but a request for proposal for services. In consideration of our review and reliance on your proposal, and other valuable consideration, the submission of your proposal shall be an offer to enter into the Services Agreement described above, which shall be irrevocable for a period of sixty (60) days after the final stated date of receipt of proposals.

Your company's proposal shall be open for public inspection and all decisions regarding the selection of any company for negotiation or the rejection of any part of any proposal will be final and public. **ElectriCities may reject any or all proposals and reserves the right to award a service agreement to a single or multiple service providers.** ElectriCities also reserves the right to select all or any part of a proposal for further negotiations ElectriCities and its members are in no way restricted from dealing with any service provider and nothing herein shall create or imply any

minimum obligation or exclusive rights as to the services being reviewed by ElectriCities under this RFP. Commitments as to overall business or dollar volumes are neither expressed nor implied.

ElectriCities shall not accept proposals after the stated deadline unless a new deadline is requested by ElectriCities and proper notification of such is made of the new deadline.

ElectriCities may, at its discretion, conduct a financial evaluation of the companies responding to this RFP.

CONFIDENTIALITY

All information contained in RFP # 022118-N is confidential or proprietary to ElectriCities, and all information and rights to the information shall be held in confidence by your company until a service agreement is awarded. In addition, the information may only be disclosed to those employees of your company that have a need to know the information for the preparation of the RFP, and that prior to disclosure, your company obtains the employees' agreement to receive and use the information as confidential or proprietary and subject to non-disclosure, on the same conditions as those to which you are agreeing. The recipient of this document by its retention and use agrees to the foregoing restrictions and shall protect the document and the information contained herein from loss, theft and misuse.

Your company's proposal shall not contain any confidential or proprietary information of your company. ElectriCities is not prepared to accept or be responsible for any of your company's confidential or proprietary information unless disclosure of the inclusion of confidential or proprietary information in the proposal is made prior to the forwarding of the proposal to ElectriCities and unless prior written consent of ElectriCities is obtained.

REQUIREMENTS

The Service Provider must respond to RFP # 022118-N indicating compliance or non-compliance to each of the proposal requirements. Failure to comply with answering each of these requirements could lead to your proposal being considered non-responsive with no further evaluation of the proposal by ElectriCities.

1. Please respond to the requirements in the order and format requested. If you have any questions pertaining to the content of the questions, please contact Clarice Wilson, CLGPO, Procurement Specialist by e-mail at cwilson@electricities.org or fax (919) 760-6055.
2. Two (2) copies of the proposal shall be submitted and each submission should be unbound. All proposals are to be sent to Clarice Wilson, CLGPO, Procurement Specialist at 1427 Meadow Wood Blvd., Raleigh, NC 27604.
3. Total number of pages should be limited to the absolute minimum, while still providing the information requested.
4. Payment will be Net 30 days unless otherwise negotiated.

PROPOSAL REQUIREMENTS

Your proposal should include but not be limited to the following items:

1. Briefly describe your company's background:
 - a. Origin, organizational structure (supply an organizational chart if available)
 - b. Size of technical staff performing emergency restoration and rehabilitation to power lines
 - c. Location of main office, other office locations & addresses
2. Number of years your company has been providing services
3. Provide names and testing experience of employees who will be providing Services to North Carolina ElectriCities members.
4. Provide a copy of your company's safety policy
5. Briefly describe your company's drug testing policy.
6. Provide four utility references for whom you have provided services in the past 12 months. Provide name of utility, contact name, address and phone number. By submission of a proposal to this RFP, you are authorizing ElectriCities and its members to contact these references and for them to discuss their relationship and experience with your company.
7. Please confirm that your company maintains the types of insurance and the minimum coverage amount as follows:

TYPE	LIMITS	
Workers Compensation &	Statutory	
Employers Liability	Each Accident	<i>\$100,000</i>
	Disease-Policy Limit	\$500,000
	Disease-Each Employee	\$100,000
<ul style="list-style-type: none">Workers Compensation Policy shall be endorsed to waive the rights of subrogation against ElectriCities, the appropriate Power Agency (if any), the Participating Member (if any) and their officers, directors, officials and employees. Form WC 00 03 13 should be attached to policy.		
Commercial General Liability	Each Occurrence	\$1,000,000
	Per Project Aggregate	\$2,000,000
<ul style="list-style-type: none">Commercial General Liability Policy shall be written on an occurrence form covering premises-operations, products-completed operations, personal injury and contractual; with no exclusion for liability arising from explosion, collapse or underground property damage		

Automobile Liability	Each Occurrence	\$1,000,000
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- Auto Policy shall cover all owned, hired or non-owned vehicles.

Umbrella Liability	Each Occurrence	\$5,000,000
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Additional Insured(s)

- General Liability, Automobile Liability and Umbrella Liability Policies shall be endorsed to include ElectriCities, the appropriate Power Agency (if any) and the Participating Member (if any) and their officers, directors, officials and employees as additional insured with respect to liability arising Service Provider's ongoing and completed operations. This coverage shall be primary as to (and non-contributory with) any and all insurance (including self-insurance) maintained or otherwise available to the additional insured.
8. Provide a statement regarding any citations by OSHA, Department of Labor or other governmental agency within the last two years and any explanation of findings.
 9. Provide any other information you feel pertinent to this Request for Proposal.
 10. Complete and return Schedule C, Rates, Charges and Expenses
 11. Complete and return Checklist of Included Proposal Items, Schedule E.

SCHEDULE A

SCOPE OF WORK **FOR EMERGENCY RESTORATION AND REHABILITATION OF ELECTRIC POWER** **LINES**

The emergency restoration and rehabilitation of electric power lines provided to ElectriCities' Participating Members should be performed by professional and knowledgeable personnel who will provide quality emergency restoration and rehabilitation to ElectriCities members throughout North Carolina.

Service Provider Responsibilities include:

To provide inspection emergency restoration and rehabilitation of electric power lines as requested:

- ◆ The Service Provider's shall provide all of the materials, supplies, personnel, equipment, motor vehicles and supervision necessary to perform the emergency restoration and rehabilitation work as requested unless prior arrangements have been made. All motor vehicles, tools equipment, to be provided by the Service Provider shall be in good condition and suitable for the work to be performed.
- ◆ Service Providers' employees will have appropriate power line experience combined with a thorough knowledge of the NCDOL Occupational Safety and Health rules & regulations to safely perform the work assigned to them.
- ◆ Service Provider will comply with all applicable federal, state and local laws, rules, regulations, and/or ordinances.
- ◆ Service Providers' employees' will comply with the safety and security rules and procedures of the Participating member where the restoration and rehabilitation is being performed.
- ◆ Service Provider, upon request of the Participating Member, shall provide adequate identification for its personnel so the public can easily identify them.
- ◆ Each crew will have at least one person on the crew who speaks and reads English to act as interpreter between Service Providers' non-English speaking crew members and Participating Members' employees.
- ◆ Service Provider has obtained all of the appropriate governmental licenses and permits in order to perform the emergency restoration and rehabilitation to be requested.
- ◆ Service Provider will carry insurance amounts specified by the Participating Member and shall not allow them to expire without thirty (30) days prior notice to the Participating Member.
- ◆ Service Provider will adhere to the Scope of Work and schedule as shown on individual forms entitled **Schedule B**, Service Order as directed by the Participating Member.

- ◆ Service Provider will keep accurate time sheets and records of emergency restoration and rehabilitation completed. A copy of these records will be attached to each invoice submitted to the Participating Member.
- ◆ Service Provider will submit invoicing within ten (10) days after completion of work.

Additional Service Provider Requirements

Business Code of Conduct

The Service Provider must have a suitable Business Code of Conduct policy acknowledged by its employees. This policy must cover the areas of ethics and conflict of interest. While the Service Provider's employees are on-site of the property belonging to the ElectriCities member, Service Provider's employees are to conduct themselves in a professional manner.

Availability:

The Service Provider will make available its resources to those Participating Members who have contracted with it prior to sending them to perform work for other customers. The Service Provider shall remain at the Participating Members' work site until released by that Participating Member.

ElectriCities/Participating Member's Responsibilities

- ◆ The Participating Member will notify the Service Provider when Services are needed and the details of such Services using individual forms entitled Schedule B, Service Order.
- ◆ The Participating Member will provide all criteria and full information as to the Participating Member's requirements and designate a person with authority to act on the Participating Member's behalf on all matters concerning the Scope of Work.
- ◆ The Participating Member will instruct Service Provider where to report and provide full disclosure of the work needed an informational package of phone numbers of key personnel and other pertinent information.
- ◆ Participating Member will provide Service Provider, prior to the start of any work, the Participating Member's safety and security practices and regulations in effect at the time.
- ◆ Participating Member shall make prompt payment to Service Provider after satisfactory completion of Services.
- ◆ ElectriCities will assist the Participating Member in attempting to resolve any misunderstanding between the Participating Member and the Service Provider on items which are covered by the Service Agreement.

END OF SCOPE OF WORK

Insert **SCHEDULE B** form here

SCHEDULE C
RATES, CHARGES AND EXPENSES

The charges for Services shall include all cost and expenses including but not limited to personnel, supplies, transportation, lodging, meals, travel costs, wages, profits, licenses, insurance premiums, all state and federal taxes and all other direct and indirect cost or expense. Those charges for restoration and rehabilitation of electric power lines:

SCHEDULE D
ADDITIONAL PROVISIONS

State any additional conditions which may apply to your pricing structure

SCHEDULE E

CHECKLIST OF INCLUDED PROPOSAL ITEMS

Please indicate whether you have included the **required items** in your proposal. Failure to provide information may be cause to reject your proposal in its' entirety. If you have not included any item for any reason you are requested to explain why.

	Included	
	Yes	No
1. Company Background		
a. Origin, organizational structure	_____	_____
b. Size of technical staff to support ElectriCities	_____	_____
c. Location of all offices	_____	_____
2. Number of years your company has been providing this service	_____	_____
3. Names & experience of employees providing services	_____	_____
4. Copy of your safety program	_____	_____
5. Company's drug testing program	_____	_____
6. Four utility references and contacts	_____	_____
7. List of types of insurance & amounts of coverage	_____	_____
8. Statement regarding any citations in the last two years	_____	_____
9. <u>Schedule C</u>, Rates, Charges and Expenses	_____	_____
10. Complete and return <u>Schedule E</u>, Checklist of Included Proposal Items	_____	_____

Please explain why any item(s) were not included by attaching a separate sheet

Signature

Date

SCHEDULE F
SERVICE AGREEMENT

A Service Agreement is provided for review prior to submitting your proposal. This is not an offer to enter into a contract but included for information at this time.