



City of Danville, Virginia

Director of Purchasing

PO Box 3300
Danville VA, 24543

427 Patton Street, Rm 304
Danville VA, 24541

Phone: (434) 799-6528

Fax: (434) 799-5102

e-mail: purchasing@danvilleva.gov

REQUEST FOR PROPOSAL

Bid No.: RFP 22-23-067

Title: "Danville Power & Light Line Work Contractors"

Submission Date: Sealed proposals shall be accepted no later than Thursday, February 23, 2023, at 5:00PM at the Purchasing Department, 427 Patton Street, Room 304, Danville, VA 24541

Direct Inquiries to: Quoting Procedures
Carol Henley, Director of Purchasing
(434) 799-6528 option #3

City Project Representative: **Philip Haley,**
DP&L (434) 799-5270.

TABLE OF CONTENTS

- 1.0 General Conditions
- 2.0 Codes and Standards
- 3.0 Line Work
- 4.0 Typical Installation
- 5.0 Time of Completion
- 6.0 Remuneration
- 7.0 Supplemental General Conditions
- Proposal Pages
- Qualification Statement

City of Danville

RFP 22-23-067

“DP&L Line Work”

1.0 GENERAL CONDITIONS

1.1 Intent

It is the intent of this “Invitation” to secure experienced electrical utility contractor(s) (more than one contractor may be selected) to provide transmission construction/ distribution construction/underground construction to include pole replacement/installation, circuit re-conducting, trenching, directional boring, duct bank installation, rock excavation, and cable installation/replacement within the City of Danville, Division of Power & Light’s 500 square mile service territory, and on the Hydro Transmission Line under a “term contract” arrangement.

1.2 Bonds: None

1.3 Contract Period: April 3, 2023, thru April 2, 2024, with the option to renew for three (3) additional one-year periods with the mutual agreement of both parties. Labor and equipment rate increases shall only be permitted at the beginning of a contract year and shall be approved by the City’s Contract Administrator, which will base the decision on the consumer price index.

The City does not guarantee any minimum requirements and all assignments are on an “as needed” basis.

1.4 Contract Administrator for the City: Philip Haley, DP&L (434) 799-5270.

1.5 Materials: Supplied by City and picked-up by Contractor as needed from the City’s warehouse facility at 864 Monument Street (transportation costs assumed by Contractor). Warehouse normally open 7:00 AM - 3:00 PM, Monday-Friday.

1.6 Miscellaneous

1.6.1 The Contractor shall have at least one (1) cellular phone with each crew. The telephone number shall be furnished to the City’s Contract Administrator.

1.6.2 The Contractor shall take whatever legally and morally acceptable precautions necessary to preclude delay of completion of the project due to theft or vandalism of material, equipment, or tools.

1.6.3 The Contractor shall provide trash receptacles and shall assure that they are used by his personnel. All trash shall be disposed of in accordance with local regulations.

1.6.4 If construction is adjacent to poles carrying energized circuits, the Contractor shall instruct his employees as to the dangers and responsibilities involved.

1.6.5 No burning will be allowed at any site. Burning is allowed only when local and state officials permit such operation.

1.6.6 No hazardous materials will be stored at any site. The Contractor will be held responsible for all spills which occur during each project.

1.6.7 The Contractor shall provide a copy of its Safety Plan pertaining to Confined Space entry and Underground work procedures.

1.6.8 The Contractor shall provide a copy of its OSHA 200 and 300 logs for the previous five years.

1.7 JOBSITE SAFETY MEASURES

1.7.1 Construction site safety is the responsibility of the Contractor.

1.7.2 The Contractor shall comply with all local state and federal laws and the Occupational Safety and Health Act in protecting the public, the worksite, and adjacent property from damage.

1.7.3 The Contractor shall provide ample sanitary facilities and drinking water for the workers in accordance with State and City health regulations.

2.0 CODES & STANDARDS

2.1 Conformance

2.1.1 City Approval

All apparatus, structures, equipment, and materials to be furnished and their arrangement, erection and installation shall be subject to the approval of the City.

2.1.2 Workmanship, Material and Design

All workmanship and material shall be of high quality and all material shall be new, unused and shall be free from defects affecting appearance and serviceability of the equipment. The material and design of the structures, apparatus and equipment shall be such as has been proven to be satisfactory for the intended application by past experience, and commercial service, and by comprehensive laboratory tests.

2.1.3 Design Criteria

All equipment and materials and their installation shall conform in all respects to the latest revisions of applicable IEEE, ASTM and NEMA standards and in accordance with all applicable rules of the NESC, and local and state ordinances.

2.14 Scope of work:

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified companies seeking to provide construction crews for maintenance and new construction of the Danville Utilities Electrical System.

Danville Power and Light (DP&L) is seeking a “Distribution Construction Contractor” to supply a minimum of two crews for overhead construction and one crew for underground construction and maintenance.

The contractor will be required to provide one overhead crew to pull call duty as part of DP&L’s call duty rotation. DP&L’s call duty rotation is currently one week out of every four weeks but is subject to change. The call duty crew shall have the ability to respond within 30 minutes of being called in by Operations.

The contractor must also have the ability to supply additional crews as needed for overhead, underground, and transmission construction and maintenance as work dictates. The work for overhead construction will include new line construction, 25 KV conversion, overhead Reconduct, the replacement of overhead wood pole structures and equipment, overhead maintenance, and provide backup support if necessary for storm restoration on a twenty-four hour, seven days a week basis.

Projects will encompass:

Line re-conducting: installing new and removing old poles if needed, moving old, energized conductors on spread arms, installing conductor rollers, pulling in new conductors on structures, energizing new conductors, transferring all transformers and services onto new conductors and de-energizing, and removing old conductors.

25 KV conversion: replacing all pole equipment such as insulators, switches, transformers, and in some cases conductors.

Underground construction: installing conduit, duck banks, manholes, vaults, conductors, transformers, making terminations, splices, marking and tagging, and communicate updates to system maps with any new changes.

Underground maintenance: Responding to outages, troubleshooting faults, and making the necessary repairs. Inspecting manholes, vault, conductors, make improvements to the tagging system and making repairs as needed.

The contractor shall furnish all labor and equipment, while DP&L will furnish all material. The overall goals of the contract are to assist DP&L with capital projects but also with miscellaneous overhead and underground maintenance and provide backup support for storm restoration work. This scope may expand to additional overhead crews in both new construction projects and additional maintenance needs.

Contractor Requirements:

1. The contractor shall provide and pay for all labor, tools, equipment, per diem and transportation.
2. All distribution materials will be furnished by DP&L
 - a. The contractors shall only utilize DP&L approved and supplied material.
3. As job conditions permit, the contractor's employees shall be clean, in proper work attire, and shall conduct themselves in an industrious and courteous manner.
4. All tools and equipment shall be of high quality in every respect and shall be new or in like new condition.
5. Vehicles utilized on the contract shall be less than seven years old.
6. Adequate first aid supplies shall be provided by the contractor and shall be accessible to the employees.
7. The contractor shall be responsible for scheduling and procurements of all necessary, labor, equipment, and incidentals to perform and complete assigned projects.
8. The contractor shall provide the use of competent, qualified personnel.
9. Shall a project be defined as “High Priority”, the contractor agrees to provide sufficient personnel and equipment to handle such projects that may include short service dates. It is understood that such projects will be minimum in number.
10. Work on all projects shall begin within 15 business days after notification, either by phone or Email from the Contract Manager.
11. The work shall be accepted within a 24-hour period after being notified.
12. Work on each project shall be completed as promptly as possible.
13. The contractor shall be required to furnish adequate personnel to meet these conditions.
14. The contractor shall notify all DP&L departments as required that the project is starting
15. The contractor shall invoice not more than once a week or less than bi-monthly for all projects completed during that time frame.
16. Each invoice must be accompanied by accurate employee and equipment time sheets
17. Each invoice shall include the appropriate detailed breakdown of all price charges. (As appropriate)
18. The invoice plus the other paperwork shall be submitted to the Contract Manager
19. The format and time frame of the invoicing shall be agreed upon between the contractor and the Contract Manager at the beginning of the contract.
20. All assigned work shall comply with DP&L construction standards.
21. All contractor actions should comply with Contractors Safety Manual, APPA safety Manual, and DP&L Safety Manual.
22. The contractor shall outline and follow a quality assurance program to ensure all services performed complies with DP&L construction standards.
23. Any corrective action from noncompliance shall be at the expense of the contractor.
24. The job Forman and lead person on a construction crew shall be experienced linemen, who have performed this type of work (i.e., Energized) for minimum of five years.
25. DP&L will require proof of such experience prior to start of work.
26. Upon entrance to a DP&L contract, a construction maintenance crew Forman, and the crew they supervise shall be placed on a 6-month probationary period at the discretion of the contract manager.

27. The contractor crews shall be able to respond to after hour emergencies within two-hours after receiving a call from the Contract Manager or DP&L Dispatch office.
28. The contractor shall notify DP&L of any damaged, faulty, or unsafe materials or equipment encountered during the performance of the work.
29. Contractor shall be responsible for notifying all applicable permitting agencies.
30. Contractor shall be responsible for underground locating and all Miss Utility Tickets.
31. The contractor will top any old poles that have joint use facilities such as telephone or cable attachments at just above the height of their attachments.
32. Any old poles with no telephone or cable will be removed by the contractor.
33. Required tree trimming will be performed by the DP&L ROW contractors. A five-day notice will be required. There may be an exception when the tree trimming is minor in nature and necessary to complete the assigned work.
34. The contractor shall assume all risk and responsibilities for safety violations and casualties of every description in connection with the work.

Danville Power & Light's Requirements

1. Prior to the beginning of each project, DP&L will furnish the contractor a set of plans defining the scope of the project.
2. Any work performed that will be in the roadway will require a VDOT traffic control standard flagging operation.
3. The contractor at the request of DP&L shall replace any person from his or her own workforce or their subcontractor's workforce, who in the judgment of DP&L, may be deemed undesirable for the job duties. A request of this nature will be handled by the DP&L Contract Manager and the Distribution Superintendent. However, DP&L does reserve the right to immediately remove from the site any person felt to be an immediate safety risk.
4. Approval in writing shall be attained from DP&L prior to the hiring of any former City of Danville employee or placing a former City of Danville employee on the DP&L system.

Materials:

1. Any materials supplied by the contractor shall meet DP&L's specifications. The contractor may substitute materials with prior DP&L approval.
2. Material quality and project workmanship will be done to the satisfaction of DP&L, as determined by the Contract manager and/or Electric engineer.

Suspension of Work and Termination:

1. Upon the occurrence of any of the following events, DP&L has the right to terminate this contract in accordance with General Conditions:
 - a. If the contractor persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply skillful workers or suitable tools and equipment to adhere to response time).
 - b. If the contractor disregards laws or regulations of any public body having jurisdiction.
 - c. If the contractor disregards the authority of the DP&L representatives

Permits:

1. The contractor in the performance of their work in this specification shall be responsible for obtain all necessary permits/licenses in compliance with all applicable federal, state and municipal statues. DP&L will not reimburse the contractor his/her costs for application or renewal of any necessary permits/licenses.

Emergency Response / Storm Restoration:

1. The Contractor crews shall be able to respond to emergencies within four hours after receiving a call from the Contract Manager or the DP&L Operation Center.
2. Severe weather support- The contractor may be requested to provide back-up support for storm restoration, twenty-four hours a day seven days a week.
 - a. Invoicing for severe weather activities shall be per Personnel Time and Equipment Rates that's established in this contract.
 - b. Overtime is established at 1.5 times the hourly rate.
 - c. There shall be no premium on equipment rental.
 - d. Meals, lodging, tolls, or miscellaneous expenses legitimately incurred may be paid directly by the DP&L or Reimbursed on invoice.
 - e. Sever weather activities shall be specifically requested and monitored by DP&L

3.0 LINE WORK

3.1 Protection to Persons and Property: All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America unless such instructions are incompatible with Federal, State, Municipal, OSHA, or NESC laws or regulations.

3.2 Good public relations are very important to the City and the Contractor shall be expected to exercise care at all times to hold property damage to a minimum; Contractor shall promptly repair any property damage resulting from his presence and will keep all areas free of debris.

3.3 Contractor will assume sole responsibility for damage to any utility line on or adjacent to the route of the proposed facilities. Also, all such utility lines are to be assumed in service. Exploration to determine the location and depth of all existing underground facilities necessary to establish the required depth of all existing underground facilities necessary to establish the required depth and location of proposed City facilities will be the Contractor's responsibility and expense. Any construction notification to central area coordinating office ("Miss Utility") will be the responsibility of the Contractor.

3.4 The City will stake the center of proposed equipment (poles, anchors, etc.) unless Contractor is otherwise provided written authorization with sufficient information and instructions. Contractor will be responsible for all other staking in connection with established job requirements.

3.5 Contractor will be responsible for conformity with all safety and/or work procedure requirements imposed by governmental authorities having jurisdiction.

3.6 Contractor shall conform to the practices and procedures as presented in the City's Standard Construction Manual pertaining to distribution and transmission facilities, unless specific instructions state otherwise. In lieu of instructions, job assignments shall conform to generally accept electric utility practices. Contractor will bear costs to correct deficiencies attributable to his workmanship discovered prior to the expiration of a reasonable period or a period more specifically defined elsewhere after acceptance by the City.

3.7 In order to pursue joint use projects, Contractor for the City must satisfy requirements of all involved utilities and establish contracts with other utilities. Joint use projects are subject to agreements made between utilities for equalization of assignments, separate material and job pick up, and separate billing to each utility for work performed for that utility.

3.8 Should an accident or other unanticipated difficulty arise; Contractor will be expected to promptly notify the City's authorized representative.

3.9 In the event of any loss of or damage to the work or any equipment or material, by reason of casualty or otherwise, prior to acceptance of the work by the City, Contractor shall replace such loss or repair such damage at Contractor's expense.

3.10 Contractor agrees to complete work on each project as expeditiously as possible consistent with good workmanship, availability of materials, and weather conditions.

3.11 If the work orders increase, the Contractor will furnish additional manpower or other suitable approved arrangements to handle the increased workload within a reasonable scheduled time. If workload declines, Contractor is also expected to adjust his operations.

3.12 Contractor shall keep right-of-way clear of all construction debris and avoid damage to trees, shrubs, etc., adjacent to and on right-of-way to the satisfaction of the property owners and the City's authorized representative. On unfinished work, the Contractor shall place and maintain barricades, or such other devices as are required to comply with rules and regulations of authority having jurisdiction.

3.13 Contractor will be required to equip contractor's vehicles with compatible GPS equipment. (As determined by the City.)

4.0 TYPICAL INSTALLATION

4.1 All outages will be coordinated through the City's Electric Department. No consumer shall be without power over three (3) hours at any time, and no more than two (2) outage periods in any month.

4.2 Compression type sleeves shall be used on all overhead shield wires and on all conductors.

4.3 Compression type deadened fittings shall be used on ACSR & AAAC conductors.

4.4 Bolted type dead-end fittings shall be used on overhead shield wire.

4.5 Armor rods shall be used on ACSR and AAAC conductors.

4.6 Bolt exposure shall be restricted to two and one half inches (2½") maximum exposure. No bolts shall be cut off.

4.7 Locknuts shall be of the MF type and shall be placed

4.8 The contractor shall install ground rods where shown on any plan and profile sheets or as directed by the Administrator.

4.9 Materials removed from any existing lines shall be delivered to the City's warehouse at 1040 Monument Street. All returned hardware shall be broken down into individual materials for salvage.

4.10 Ground Resistance

The contractor shall measure the resistance of each ground rod installed. If the resistance is greater than 25 ohms, additional rods shall be added until either five (5) rods have been installed or 25 ohms or less obtained.

Testing equipment shall be a BIDDLE MEGGER, null balance earth tester with a minimum accuracy at plus or minus two percent (2%). Ground probes shall be a minimum of twenty inches (20") long. Reference leads shall be 78 and 125 feet.

The cost of the above measurement shall be assumed by the Contractor.

4.11 All field-drilled holes in light duty steel poles shall be treated with Galvanox.

4.12 There shall be no deviation from the setting depth of the poles. In instances where there are slopes involved, the setting depth shall be measured on the low side.

4.13 Definitions:

NESC - National Electric Safety Code (current edition)
ACSR - aluminum conductor, steel reinforced conductor
AAAC - aluminum alloy/aluminum conductor
AAC - all aluminum conductor

5.0 TIME OF COMPLETION

Completion times for specific projects shall be mutually agreed upon by the Contractor and City.

6.0 REMUNERATION

6.1 The Contractor shall provide all labor, equipment, and supervision on an hourly basis.

6.2 Crews shall consist of:

- Overhead crew
 - 1- Supervisor
 - 2- A Class Lineman
 - 1- B or C Class Lineman
 - 1- Truck Driver/operator
 - 1 Groundman
- Under Ground Crew:
 - 1- Supervisor
 - 1- Operator
 - 1- Groundman
 - 1 A Class Lineman
 - 1 B or C Class Lineman

Labor charges shall only be submitted for that time required to travel to the job site, time while work is in progress, and any “authorized” standby time.

6.3 Equipment shall consist of:

Overhead

One pickup truck
 One line truck with digger derrick
 Two – two-man bucket trucks (55’ working HGT)
 One pole trailer

Underground

One pickup truck
 One backhoe/trailer
 One Knuckleboom truck

Transmission

One pickup truck
 One setting rig (Transmission grade digger derrick)
 Two- two-man bucket trucks (75’ & 100’ working HGT)

The City shall not be billed for any equipment unavailable because of maintenance and/or repairs due to damage or breakdowns.

Make-up of crew and equipment shall be at the discretion of the City of Danville.

6.4 Contractor shall bill the City on an hourly rate basis according to job and equipment description. Hourly rates shall include all administrative, overhead, insurance, travel, fuel, and vehicle maintenance costs of the Contractor. Charges shall be made to work order numbers to be designated by the City.

6.5 Where assignments are made to Contractor requiring the furnishing of supervision, labor, and necessary equipment by the Contractor to perform an authorized assignment, billing will be in accordance with rates agreed to in the submitted proposals unless some other manner of payment is agreed to beforehand and authorized by the Purchasing Director in writing.

6.6 Should conditions pertaining to specific projects or emergency assignments cause Contractor to pay employee expenses such as room, board, etc., Contractor may bill the City for such costs only after obtaining written authorization from the City’s Contract Administrator.

6.7 Contractor agrees to assign to each project under the terms of this proposal the proper equipment and competent employees and agrees that the number of such employees and the amount of such equipment assigned to any job shall not be excessive but shall be sufficient to perform the job quickly and efficiently.

6.8 Should job requirements for specific projects indicate the need of equipment of services not included in the equipment schedule, Contractor may rent such equipment or engage such services only after obtaining written authorization from the City’s Contract Administrator. The City will be billed for such items at actual costs to the Contractor plus a percentage not to exceed ten per cent (10%) to cover liability and billing costs.

a. If fuel and oil charges in connection with the operation of rental equipment are separate and applicable items, these charges shall be billed at cost to the City. All equipment rental, fuel and oil charges must be supported by evidence of payment to the Contractor’s suppliers.

b. The cost of items of material furnished or purchased by Contractor, including sales tax, when authorized by the City, shall be billed to the City at cost to Contractor plus a percentage not to exceed ten per cent (10%).

c. The City agrees to reimburse Contractor for the cost of procuring all special highway permits required for hauling overweight, over-height, or over-length loads and for costs of tolls imposed for travel over highways, bridges, ferries, or other travel facilities while working under the terms of this proposal. Official receipts for tolls and/or permits must be furnished with Contractor’s invoices for such expenses, to which a percentage, not to exceed ten per cent (10%), may be added for handling.

6.9 Mechanical failure not corrected within thirty (30) minutes shall be considered a breakdown and all charges for equipment and labor affected by or dependent upon such equipment will cease until repaired or replaced.

7.0 SUPPLEMENTAL GENERAL CONDITIONS

7.1 Award Criteria

7.1.1 The award will be made to the responsive and responsible firm whose proposal conforming to the invitation will be most advantageous to the City, based on price, prior experience (especially working for the City), personnel qualifications, working relationships and fiscal stability of the contractor.

7.1.2 The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

7.2 Authority

7.2.1 The Director of Purchasing as the designee of the City Manager has the sole responsibility and authority for negotiating, placing, and when necessary, modifying each and every request for proposal, purchase order or other award issued by the City of Danville. In the discharge of these responsibilities, the Director of Purchasing may be assisted by assigned buyers. No other City officer or employee is authorized to order supplies or services, enter into purchase negotiations, or in any way obligate the government of the City of Danville for an indebtedness. Any purchases contrary to these provisions and authorities shall be void and the City shall not be bound thereby.

7.2.2 This procurement process, including withdrawal of proposals and appeals or protests, is governed by the "PROCUREMENT CODE OF THE CITY OF DANVILLE, VIRGINIA". Copies of the Procurement Code may be obtained by writing the City of Danville Purchasing Department, PO Box 3300, Danville, VA 24543. The City of Danville does not discriminate against faith-based organizations.

7.2.3 This Agreement and the performance thereof shall be governed by and enforced under the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the City of Danville, Virginia. The contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

7.3 Preparation

7.3.1 Proposals must be written in ink or typewritten and shall be submitted on the forms issued. Unsigned proposals will not be accepted. No proposal may be considered if received after the time shown on Title Page. Responders are expected to examine all instructions and specifications. Failure to do so will be at the Responder's risk. Erasures or other changes must be initialed by the person signing the proposal.

7.3.2 Envelopes containing proposals must be sealed and marked in the lower left-hand corner with the request for proposal number RFP 22-23-067 and the words "DP&L Line Work" and submitted to the office indicated on title page.

7.4 Binding 60 Days

Unless otherwise specified all formal proposals submitted shall be binding for sixty (60) calendar days following the proposal-opening date.

7.5 Irregular Proposals

Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the City, if the City's form is altered, or if any part of the proposal for is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the City.

7.6 Withdrawal Of Proposal Due To Error

- a. A responder for a City construction contract, other than a contract for construction or maintenance of public highways, may withdraw his proposal from consideration, if the price proposed was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith and the mistake was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the proposal sought to be withdrawn.
- b. The responder shall give notice in writing of his claim of the right to withdraw his proposal within two (2) business days after the conclusion of the proposal opening procedure.

7.7 Disqualification Of Responders

A responder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among responders. Responders participating in such collusion shall be disqualified as responders for any future work of the City until any such participating responder has been reinstated by the City as a qualified responders.
- d. If the responder is considered to be in “default” for any reason.

7.8 Equal Employment

During the performance of the contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal

operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this nondiscrimination clause.

b. The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.

c. The Contractor, in solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.

d. Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

f. The Contractor will otherwise comply with all other applicable provisions of local, State, and Federal law.

7.9 Interpretation

7.9.1 If any person contemplating the submission of a Request for Proposal is in doubt as to the true meaning of any part of the plans, specification, or other document, he should submit a written request for an interpretation thereof to the Director of Purchasing. An interpretation of the request for proposal document will be made only by written addendum issued to each potential responder. **THE CITY WILL NOT BE RESPONSIBLE FOR EXPLANATIONS OR INTERPRETATIONS OF REQUEST FOR PROPOSAL DOCUMENTS EXCEPT AS ISSUED IN ACCORDANCE HEREWITH.**

7.9.2 All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

7.10 Contractor Qualification

General Information:

The information is intended solely for the purpose of evaluating the qualifications of the undersigned to perform the work in a competent and timely manner. Failure to provide the information requested or to knowingly omit or falsify data relative to this per-qualification may be caused for rejection of the undersigned as a potential proposer.

Qualification Preparation:

The Documentation supplied with this qualification document will be the primary basis on which your firm will be evaluated. It should be concise and should be prepared simply and

economically, providing straightforward delineation of capabilities to satisfactorily perform the contract being sought.

Evaluation/Selection Process:

A committee made up from the Danville Utilities Department Consisting of people from the engineering and construction will review each of the responses for the following:

- A. Qualifications/Competence of employees to meet DP&L equivalent standards
 - 1. Certification Documentation
 - 2. Years of experience
- B. Experience with the type of work
- C. Safety Experience
- D. References
- E. Ability to respond to Emergencies

Under § 54.1-1100 to 54.1-1117 of the Code of the Commonwealth of Virginia, the Contractor shall possess a Class “A” Contractor’s license. For further information, contact the Board for Contractors, Virginia Department of Professional and Occupational Regulation (804-367-8500).

7.11 Permits

The Contractor shall, at his own expense, secure any business or professional licenses, permits or pay any fees required by the City of Danville or Commonwealth of Virginia to include securing a City of Danville business license.

7.12 Taxes

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for its use or consumption. Certificate of Exemption will be furnished upon request.

7.13 Insurance

7.13.1 Indemnification

a. The Contractor shall indemnify the City, its agents, officers, and employees, against damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend and indemnify the City, its agents, officers, and employees, from any claims, demands, suits, actions, or proceedings of any kind, including workers' compensation claims, of or by anyone, in any way resulting from or arising out to the operations in connection with the work described in the contract, including operations of subcontractors and acts or omissions of employees or agents of Contractor or Contractor's subcontractors. Contractor shall procure and maintain, at Contractor's own cost and expense, any additional kinds and amounts of insurance that, in Contractor's own judgment, may be necessary for Contractor's proper protection in the prosecution of the work.

b. The Contractor shall, at his own expense, appear, defend, and pay all charges of attorneys and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City, and/or its officers, agents and employees, in any such action, the Contractor shall, at his own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its agents, officers, and employees as herein provided.

c. The Contractor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public Enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and acceptance of the same by the City.

d. The Contractor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, buildings, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

e. The Contractor shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected or on account of the weather, or similar causes.

f. The Contractor, however, will not be obligated to indemnify the City, its officers, agents, or employees against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting solely from the negligence of the City or its officers, agents, and employees.

7.13.2 Insurance Coverage's

The Contractor shall not commence work under any contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

a. Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of the Contract, Worker's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

b. Comprehensive General Liability Insurance: The Contractor shall maintain during the life of the Contract comprehensive general liability insurance as shall protect

him and the City of Danville and its officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be not less than a combined single limit of \$1,000,000.00 per occurrence on bodily injury and property damage and \$1,000,000.00 aggregate on competed operations. The comprehensive general liability insurance shall provide the following coverage's:

Comprehensive
Premises--Operation
Products/Completed Operations Hazard
Contractual Insurance
Independent Contractor & Subcontractor
Broad form property damage
Personal injury

c. Automobile liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence. This insurance shall include bodily injury and property damage for the following vehicles:

Owned vehicles
Non-owned vehicles
Hired vehicles

d. All policies shall name the City of Danville, its officers, agents, and employees as additional insurers. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto) which will be provided to the City. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Director of Purchasing.

e. Umbrella Policy: At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage's herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.00.

7.14 Termination

7.14.1 If the Contractor fails to begin the work under the contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the completion of said work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the City shall give notice in writing to the Contractor and his surety of such failure, delay, neglect, refusal, or default.

7.14.2 If the Contractor, within a period of seven days after such notice, shall not proceed in accordance therewith, then the City shall, have full power and authority to declare the forfeiture of the contract, and to forfeit the rights of the Contractor.

7.14.3 The City reserves the right to terminate the contract for convenience upon thirty (30) days written notice.

7.15 Contractor's Relationship to the City

7.15.1 Independent Contractor

It is expressly agreed and understood that the Contractor is in all respects an independent Contractor as to work and is in no respect any agent, servant, or employee of the City. The contract specifies the work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor.

7.15.2 Subcontracting

Contractor may subcontract services to be performed hereunder with the prior approval of the City, which approval shall not be unreasonably withheld. No such approval will be construed as making the City a part of, or to, such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract; and despite any such subcontracting the City shall deal through the Contractor, and subcontractors will be dealt with as representatives of the Contractor.

7.15.3 Payments to Subcontractors

a. The contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by the City of Danville for work performed by the subcontractor.

1. Pay the subcontractor for the proportionate share of the total payment received from the agency attributed to the work performed by the subcontractor under that contract; or

2. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

b. Individual Contractors shall provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal identification numbers.

c. The contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the City of Danville for work performed by the subcontractor, except for amounts withheld as allowed in subdivision 1.

d. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the City of Danville. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

7.15.4 Novation

The Contractor shall not assign or transfer, whether by as Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies, or other financial institutions for the purpose of securing bond may be made without the consent of the City. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, and equipment.

7.16 Drug Free Workplace

During the performance of this contract, the Contractor agrees to:

- a. Provide a drug-free workplace for the Contractor's employees.
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- c. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

“Drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

7.17 A contractor organized or authorized to transact business in the Commonwealth pursuant to Virginia Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized.

City of Danville
RFP 22-23-067 Proposal
DP&L Line Work

The undersigned, as Responder, hereby declares that he or he and his associates are the only person or persons interested in the proposal as principal or principals; that this proposal is made without connection with any other person, company or parties making a proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Responder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and contractual documents relative thereto, and has read all special provisions furnished prior to the proposal opening; that he has satisfied himself relative to the work to be performed, and materials and equipment to be furnished.

The Responder proposes and agrees, if this proposal is accepted, to contract with the City of Danville, Virginia in the form of contract specified, to furnish all necessary equipment, machinery, tools, apparatus, means of transportation, and labor necessary to perform in full and complete the requirements of the specifications and contract documents, to the full and entire satisfaction of the City of Danville, Virginia with definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents, for the unit and/or lump sum prices set opposite the several items that follow.

DP & L TRANSMISSION LINE WORK

LABOR RATES: (Hourly)

	Straight	Overtime
Crew Supervisor	\$ _____	\$ _____
First class lineman	\$ _____	\$ _____
Second class lineman	\$ _____	\$ _____
Groundman/truck driver	\$ _____	\$ _____
Dozer Operator	\$ _____	\$ _____

EQUIPMENT RATES: (Hourly)

Line truck with digger derrick	\$ _____ /hr.
75' Bucket truck	\$ _____ /hr.
100' Bucket truck	\$ _____ /hr.
Pick-up truck	\$ _____ /hr.

Wire reel trailer \$ _____ /hr.

Rope trailer \$ _____ /hr.

Dozer/Lowboy Trailer \$ _____ /hr.

Production pressure digger \$ _____ /hr.

DP & L DISTRIBUTION WORK

LABOR RATES: (Hourly)

Straight

Overtime

Crew Supervisor \$ _____ \$ _____

First class lineman \$ _____ \$ _____

Second class lineman \$ _____ \$ _____

Groundman/truck driver \$ _____ \$ _____

Dozer Operator \$ _____ \$ _____

EQUIPMENT RATES: (Hourly)

Line truck with digger derrick \$ _____ /hr.

55' Bucket truck \$ _____ /hr.

Pole trailer \$ _____ /hr.

Pick-up truck \$ _____ /hr.

Wire reel trailer \$ _____ /hr.

Rope trailer \$ _____ /hr.

Dozer/Lowboy Trailer \$ _____ /hr.

CALL DUTY LABOR RATES: (Hourly)

Straight

Crew Supervisor	\$ _____	\$ _____
First class lineman	\$ _____	\$ _____
Second class lineman	\$ _____	\$ _____
Groundman/truck driver	\$ _____	\$ _____
Dozer Operator	\$ _____	\$ _____

UNDERGROUND CREW LABOR RATES:
(Hourly)

Crew Supervisor	\$ _____ /hr.	\$ _____
Operator	\$ _____ /hr.	\$ _____
Underground Technician	\$ _____ /hr.	\$ _____
Groundman/helper	\$ _____ /hr.	\$ _____

EQUIPMENT RATES: (Hourly)

Pickup Truck	\$ _____ /hr.
Backhoe/Trailer	\$ _____ /hr.
Knuckleboom Truck	\$ _____ /hr.
Directional Bore Machine	\$ _____ /hr.
Vacuum Pump Trailer	\$ _____ /hr.

My signature certifies that the accompanying proposal is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this proposal for the RESPONDER.

Company Name _____

Address _____

Zip Code

Signature _____ AFFIX COMPANY SEAL
(if applicable)

Signature _____
(Printed)

Title _____

Phone _____ Fax _____

Commonwealth of VA Contractor License # _____

VA SCC registration # _____

CONTRACTORS QUALIFICATION STATEMENT - DP&L LINE WORK

Firm Name _____

EXPLANATORY

Before any proposals are deemed to be properly submitted to the City of Danville, it will be required that each and every question herein contained be answered, giving specific, definite and detailed information. An answer must not be evasive, indefinite, or general.

Qualifications of Responders: After the proposal opening, the City of Danville may make such investigation as it deems necessary to determine the ability of the responders to perform the work, and the responders shall furnish to the City of Danville all such information and data for this purpose as the City may request. The City of Danville reserves the right to reject any proposal if the evidence submitted by, or investigation of, such responder fails to satisfy the City that such responder is properly qualified and responsible to carry out the obligations of the contract and to complete the work contemplated therein.

If the space provided in this form to answer any question is not large enough, the contractor shall add additional sheets or space.

1. How many years has your organization been in business as a Transmission/Distribution/Underground powerline installer under your present name? (List time frame for each) _____
2. Have you ever failed to complete any work awarded to you?
If so when, where and why? _____
3. List all contracts which you are now performing, or for which you have signed contracts but not started work, or have recently completed.

AGENCY	DATE	CONTRACT PERSON	TELEPHONE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. The work, if awarded to you will have the personal supervision of whom:

5. Equipment: List all equipment (line trucks, derricks, etc.) you propose to use in performing this work (indicating age, # of hours, owned or rented, etc.)

6. Provide experience/employment history and training records (please include “hot stick” and confined space training) of personnel to be assigned to this work. To be done for all future changes for City’s approval, provided at least 10 working days in advance.

7. Provide a copy of your OSHA 200 and OSHA 300 logs. Also provide a detailed explanation of any electrical contact accidents.

The undersigned Proposer acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. _____ Dated _____

No. _____ Dated _____

Company Name _____ Date _____

Address _____

Zip Code

Signature _____

**Affix Company Seal
(if applicable)**

Signature (Printed) _____

Title _____

Phone _____ Fax _____

Commonwealth of VA Contractor License
#

City of Danville business license #

Commonwealth of VA State Corporation
Identification #