

# EAST BAY MUNICIPAL UTILITY DISTRICT

## REQUEST FOR PROPOSAL (RFP) No. ENG 001 for Utility Locating and Vacuum Excavation Potholing Services

For complete information regarding this project, see RFP posted at <http://www.ebmud.com/business-opportunities> or contact the EBMUD representative listed below. Thank you for your interest!

Contact Person: Sanna Garcia, Associate Civil Engineer  
Phone Number: (510) 287-1679  
E-mail Address: [sgarcia@ebmud.com](mailto:sgarcia@ebmud.com)

Please note that prospective Proposers are responsible for reviewing <http://ebmud.com/business>, during the RFP process, for any published addenda regarding this RFP.

**RESPONSE DUE**  
by  
**4:00 p.m.**  
on  
**May 4, 2015**  
at  
**EBMUD, Purchasing Division**  
**375 Eleventh St., First Floor**  
**Oakland, CA 94607**



375 Eleventh Street, Oakland, CA 94607  
Website: [ebmud.com](http://ebmud.com)

# **EAST BAY MUNICIPAL UTILITY DISTRICT**

**RFP No. ENG 001**

**for**

**Utility Locating and Vacuum Excavation Potholing Services**

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## **I. STATEMENT OF WORK**

### **A. SCOPE**

1. It is the intent of these specifications, terms, and conditions to describe utility locating and vacuum excavation pothole services required to locate critical underground utilities which may be in conflict with East Bay Municipal Utility District (District) pipeline projects. These services are required throughout the District service area shown in Exhibit C. Examples of critical utilities include high pressure natural gas pipelines (>60 psig), petroleum pipelines, pressurized sewage pipelines, high voltage electric supply lines, conductors, or cables (> 60 kv), or hazardous materials pipelines.
2. District intends to award a 3-year purchase order (with 2 options to renew for additional one-year terms) to the Proposers who meet the District's needs and requirements. Under this proposal, the District reserves the right to award multiple purchase orders for this service and add additional Contractors as needed or required. EBMUD estimates the total amount of utility locating and potholing services at approximately \$250,000 per year. Actual quantity and frequency of requested services from any one Contractor may vary.
3. If selected and awarded a purchase order (amount to be \$250,000 divided by number of qualified Contractors), Contractors will be expected to respond to requests for project-specific proposals within five (5) business days. Proposals shall include estimated costs (based on proposal rates) and estimated schedule (based on Contractors resources and commitments). If schedule does not meet District's needs, District may request a proposal from another Contractor. If schedule is acceptable, District will issue a written authorization to proceed.

### **B. PROPOSER QUALIFICATIONS**

1. Proposer Qualifications
  - a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing vacuum excavation potholing services for at least five (5) years.
  - b. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing utility locating services, including Ground Penetrating Radar (GPR) for at least five (5) years.
  - c. Proposer shall hold a valid General Engineering Class A Contractor's license.

C. SPECIFIC REQUIREMENTS – Utility Locating Services

1. Contractor will identify and determine the location of any and all types of underground utilities (both in-service and abandoned) and other obstructions within an area designated by EBMUD by means of non-destructive investigation methods. The non-destructive investigation methods shall include, but are not limited to, Ground Penetrating Radar (GPR), electromagnetic signaling, internal radio transmitter, or sonic signal techniques. The Contractor shall provide field experienced GPR technicians to operate equipment and interpret the data.
2. The Contractor will delineate utilities by marking street surface or staking unpaved areas. Survey services to pick up Contractor's field markings will be provided by District.
3. Bid schedule rates quoted on the Bidding Sheet shall be based on providing fully maintained and operational equipment with experienced technicians, and shall include the following tasks:
  - a. Provide a project-specific proposal (cost estimate and schedule)
  - b. Site reconnaissance
  - c. Develop traffic control plans
  - d. Secure all necessary permits
  - e. Provide traffic control and signage
  - f. Mobilize and de-mobilize.
  - g. Located underground utilities by GPR or other approved methods in District designated area up to a depth of 6 feet.
  - h. Delineate utilities by clearly marking street surface or staking unpaved areas.
4. Deliverables: (1) GPR output data and interpretation report by skilled technician. (2) A copy of field notes, photos and logs with utility type, location, depth, pipe diameter and any other collected field observations/measurements. (3) Sketch the underground utilities onto existing site plans.

D. SPECIFIC REQUIREMENTS – Vacuum Excavation Potholing

1. Contractor will provide air vacuum excavation services to pothole to determine the exact location of underground utilities. Pothole excavating services will be

ordered as required and jobsite location with approximate pothole locations will be provided by District. Survey services will be provided by District.

2. Contractor shall comply with State of California Government Code Section 4216.
3. The following air maximum pressure restrictions apply to vacuum excavating PG&E facilities.

| Pipe Material          | Air<br>Maximum Pressure |
|------------------------|-------------------------|
| Plastic pipe           | 120 psi                 |
| Steel pipe-bare        | 120 psi                 |
| Steel pipe w/ tape     | 120 psi                 |
| Steel pipe w/o tape    | 120 psi                 |
| Cast iron pipe         | 120 psi                 |
| Wrought iron pipe      |                         |
| Copper pipe            |                         |
| Fiber conduit          |                         |
| Electric tile duct     |                         |
| Electric PVC conduit   |                         |
| Electric steel conduit |                         |
| Electric direct bury   |                         |

4. Bid schedule rates quoted on the Bidding Sheet shall be based on providing a fully maintained and operated air vacuum excavation pothole system with crew, and shall include the following tasks:
  - a. Provide a project-specific proposal (cost estimate and schedule)
  - b. Site reconnaissance
  - c. Develop traffic control plans
  - d. Secure all necessary permits
  - e. Provide traffic control and signage
  - f. Mobilize and de-mobilize.
  - g. Mark potholes and request USA.
  - h. If no response to USA, contact utilities directly and request marking
  - i. Pothole to locate pipe or utility up to an assumed depth of 6 feet.

- j. If requested by EBMUD, coordinate pothole activities with EBMUD survey to obtain location of pipe prior to backfilling.
  - k. Backfill all holes with CDF or Class II meeting City's requirements and compacted to 95% or as required by local agency or city.
  - l. Hot patch asphalt and/or repair concrete upon completion of work as required by local agency or city.
  - m. Mark clearly the street surface or stake unpaved areas to delineate the location of all potholes, for survey by EBMUD.
5. Deliverables: (1) Markup of EBMUD's drawings showing the pothole and distance to known above-ground features OR a sketch of each pothole, indicating the location relative to nearby above-ground features. Each pothole shall have a unique number. (2) A data table with the pothole number, utility type, depth to top of pipe, pipe diameter and material, soil encountered, and any other field observations (presence of water, appears abandoned, other utilities present etc.).

## II. CALENDAR OF EVENTS

| EVENT                           | DATE/LOCATION            |
|---------------------------------|--------------------------|
| RFP Issued                      | April 20, 2015           |
| Response Due                    | May 4, 2015 by 4:00 p.m. |
| Anticipated Contract Start Date | July 1, 2015             |

**Note:** All dates are subject to change.

Proposers are responsible for reviewing <http://ebmud.com/business> for any published addenda. Hard copies of addenda will not be mailed out.

## III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

### A. ACCEPTANCE AND AWARD

- 1. The District will recommend award to the Proposers who meet the minimum qualifications and demonstrate ability to provide the services.

2. The District reserves the right to award to a single or to multiple Contractors, dependent upon what is in the best interest of the District.
3. The District has the right to decline to award this contract or any part of it for any reason.
4. Any specifications, terms, or conditions issued by the District, or those included in the Proposer's submission, in relation to this RFP, may be incorporated into any PO or contract that may be awarded as a result of this RFP.

**B. PRICING**

1. Prices quoted shall be firm for the first 12 months of any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the District.
4. **Rates on bid sheet shall reflect the FULL costs of providing the services, including ALL the tasks listed in Paragraph I.C.3 for utility locating and I.D.4 for vacuum extraction.** Project-specific proposals and invoices will include the appropriate rate multiplied by the days on-site.
5. Permit costs paid to a third-party will be reimbursed by District provided a receipt or appropriate documentation is included with the invoice.
6. All pricing will default to the lowest rate for the time period. For example, if the weekly rate is less than seven days at the daily rate, then the weekly rate will apply.
7. All unit prices will be firm for first 12 months. After 12 months, Contractor may submit revised rates annually.
8. Prevailing Wages:

The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code of the State of California.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, and any amendments thereof of the Labor Code of the State of California, the Contractor and any subcontractor under him shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.

The Contractor shall, as a penalty to the State or the District, forfeit Twenty-Five (\$25.00) Dollars for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work or craft in which such worker is employed under the contract by the Contractor or by any subcontractor under him. The difference between such stipulated prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The provisions of Section 1776 of the Labor Code of the State of California shall be complied with by the Contractor. For all classes of work not specified herein, the minimum wage shall be that specified for general laborer.

The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his own expense.

The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

C. PROTESTS

Protests must be in writing and must be received no later than seven (7) business days after either of the following: posting of the RFP results on the District's website ([www.ebmud.com](http://www.ebmud.com)), or notification of selection/non-selection, whichever is sooner. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from Proposers or potential Proposers only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the District within the RFP protest period.

All protests must contain a detailed and complete written statement describing the reason(s) for protest and include the name, telephone number, and address of the protestor or the person representing the protestor. Protests must be mailed or hand delivered to: the Manager of Purchasing, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or PO Box 24055, Oakland, CA 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest.



The bid protester can appeal the determination to the Engineering Department Director. The appeal must be submitted to the Department Director no later than five working days from the date of receipt of District's response to the protest.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District's response. The bid protester must also send the Purchasing Division a copy of all materials sent to the Department Director. The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

D. INVOICING

1. Payment will be made within thirty (30) days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services.
2. The District shall notify Contractor of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District PO number, invoice number, remit to address, and itemized services description.
4. The District will pay Contractor in an amount not to exceed the negotiated amount(s) which will be referenced in the purchase order signed by both parties.

E. LIQUIDATED DAMAGES

1. In the event performance and/or deliverables have been deemed unsatisfactory, the District reserves the right to withhold payments until the performance and/or deliverables are deemed satisfactory.

#### **IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION**

##### **A. DISTRICT CONTACTS**

All contact during the process is to be through the contact listed on the first page of this RFP. The following persons are only to be contacted for the purposes specified below:

**FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:**

Attn: Sanna Garcia, Associate Civil Engineer

EBMUD – Engineering Department

E-Mail: [sgarcia@ebmud.com](mailto:sgarcia@ebmud.com)

PHONE: (510) 287-1679

**FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:**

Attn: Contract Equity Office

PHONE: (510) 287-0114

**AFTER AWARD:**

Attn: Sanna Garcia, Associate Civil Engineer

EBMUD - Engineering

E-Mail: [sgarcia@ebmud.com](mailto:sgarcia@ebmud.com)

PHONE: (510) 287-1679

##### **B. SUBMITTAL OF RFP RESPONSE**

1. Late and/or unsealed responses will not be accepted.
2. RFP responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFP responses or those sent by electronic mail ("e-mail").
3. RFP responses will be received only at the address shown below, must be SEALED, and must be received at the District Purchasing Division by 4:00 p.m. on the due date specified in the Calendar of Events. Any RFP response received after that time or date, or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened. All RFP responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFP responses.
4. RFP responses are to be addressed/delivered as follows:

Mailed:

Andrew Akelman, Manager of Purchasing  
East Bay Municipal Utility District  
Utility Locating and Vacuum Excavation Potholing Services  
RFP No. ENG001  
EBMUD–Purchasing Division  
P.O. Box 24055  
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Andrew Akelman, Manager of Purchasing-EBMUD  
East Bay Municipal Utility District  
Utility Locating and Vacuum Excavation Potholing Services  
RFP No. ENG001  
EBMUD–Purchasing Division  
375 Eleventh Street, First Floor  
Oakland, CA 94607

**Proposer's name, return address, and the RFP number and title must also appear on the mailing package.**

5. Proposers are to submit one (1) original hardcopy RFP response (Exhibit A – RFP Response Packet, including Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A), all with original ink signatures.

Proposers **must** also submit an electronic copy of their RFP response, with their hardcopy RFP response Package. The file must be on a disk or USB flash drive and enclosed with the sealed original hardcopy of the RFP response. The electronic copy should be in a single file (PDF) format, and shall be an **exact** scanned image of the original hard copy Exhibit A – RFP Response Packet, Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.

6. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
7. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from

purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.

8. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
9. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
10. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify any part of Exhibits A or B nor qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.**
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



# EXHIBIT A

## RFP RESPONSE PACKET

**RFP No.ENG001 – UTILITY LOCATING AND VACUUM EXCAVATION POTHOLING SERVICES**

To: The EAST BAY MUNICIPAL UTILITY District (“District”)

From: \_\_\_\_\_  
(Official Name of Proposer)

### RFP RESPONSE PACKET GUIDELINES

- **AS DESCRIBED IN SECTION IV- RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, PROPOSERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFP RESPONSE WITH ORIGINAL INK SIGNATURES, AND ONE (1) ELECTRONIC COPY (preferably in PDF format and on a CD or flash drive) CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
  - **EXHIBIT A – RFP RESPONSE PACKET, INCLUDING CONTRACT EQUITY PROGRAM FORMS AND ALL ADDITIONAL REQUIRED DOCUMENTATION AS DESCRIBED IN EXHIBIT A- REQUIRED DOCUMENTATION AND SUBMITTALS**
  - **EXHIBIT B- INSURANCE FORMS**
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN TOTAL.**
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**



## PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents of RFP No. ENG001
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the line below:

| Addendum # | Date |
|------------|------|
|            |      |
|            |      |
|            |      |
|            |      |
|            |      |

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.

8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District prior to execution of an agreement by the District, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.
9. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.
10. The undersigned acknowledges **ONE** of the following (please check only one box)\*:
- ☐ Proposer is not an SBE and is ineligible for any Proposal preference; **OR**
- ☐ Proposer is an SBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the Contract Equity Program and Equal Employment Opportunity forms at the hyperlink contained in the Contract Equity Program and Equal Opportunity section of this Exhibit A.

\*If no box is checked it will be assumed that the Proposer is ineligible for Proposal preference and none will be given. For additional information on SBE Proposal preference please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Proposer (exactly as it appears on Proposer's corporate seal and invoice): \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: \_\_\_\_\_

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer (printed): \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_





## PROPOSAL FORM

No alterations or changes of any kind to the Proposal Form(s) are permitted. RFP responses that do not comply may be subject to rejection in total. The rates quoted below shall be the rates the District will pay for the first twelve (12) months of any contract that is a result of this RFP process.

Contractor may submit rates for Schedule I, II or both. ½ day rates will apply to 3 hours or less working on the site. Day rates apply to working on the site more than 3 hours, but less than 7 hours.

### Schedule I – Underground Utility Locating Services

| Item | Description  | ½ day rate | Daily Rate | Weekly Rate |
|------|--|------------|------------|-------------|
| 1    | Utility locating as specified herein*<br>no traffic control required | \$         | \$         | \$          |
| 2    | Utility locating as specified herein*<br>1 flag-person required      | \$         | \$         | \$          |
| 3    | Utility locating as specified herein*<br>2 flag-persons required     | \$         | \$         | \$          |

\* Rates to include all costs for tasks defined in Section I.C.3. The only additional costs not included in above-rates shall be costs for permits or other pre-approved third-party costs, which will be paid at cost by District.

### Schedule II – Vacuum Extraction Potholing Services

| Item | Description  | ½ day rate | Daily Rate | Weekly Rate |
|------|--|------------|------------|-------------|
| 1    | Vacuum Excavation Potholing as specified herein**<br>no traffic control required | \$         | \$         | \$          |
| 2    | Vacuum Excavation Potholing as specified herein**<br>1 flag-person required      | \$         | \$         | \$          |
| 3    | Vacuum Excavation Potholing as specified herein**<br>2 flag-persons required     | \$         | \$         | \$          |

\*\* Rates to include all costs for tasks defined in Section I.D.4. The only additional costs not included in above-rates shall be costs for permits or other pre-approved third-party costs, which will be paid at cost by District.



## REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFP Response Packet.

### 1. References:

- (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
- (b) References must be satisfactory as deemed solely by District. References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
  - Proposers must verify the contact information for all references provided is current and valid.
  - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
- (c) The District may contact some or all of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.

### 2. Exceptions, Clarifications, Amendments:

- (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer’s RFP response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFP Response Packet.
- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

### 3. Contract Equity Program:

- (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. **Special attention should be given to completing Form P-25, "Employment Data and Certification"; and Form P-46, "Designation of Subcontractors."**



## REFERENCES

### RFP No. ENG001 - Utility Locating and Vacuum Excavation Potholing Services

**Proposer Name:** \_\_\_\_\_

**Proposer must provide a minimum of five (5) references.**

|   |                   |
|---|-------------------|
| Company Name:                           | Contact Person:   |
| Address:                                | Telephone Number: |
| City, State, Zip:                       | E-mail Address:   |
| Services Provided / Date(s) of Service: |                   |

|   |                   |
|---|-------------------|
| Company Name:                           | Contact Person:   |
| Address:                                | Telephone Number: |
| City, State, Zip:                       | E-mail Address:   |
| Services Provided / Date(s) of Service: |                   |

|   |                   |
|---|-------------------|
| Company Name:                           | Contact Person:   |
| Address:                                | Telephone Number: |
| City, State, Zip:                       | E-mail Address:   |
| Services Provided / Date(s) of Service: |                   |

|   |                   |
|---|-------------------|
| Company Name:                           | Contact Person:   |
| Address:                                | Telephone Number: |
| City, State, Zip:                       | E-mail Address:   |
| Services Provided / Date(s) of Service: |                   |

|   |                   |
|---|-------------------|
| Company Name:                           | Contact Person:   |
| Address:                                | Telephone Number: |
| City, State, Zip:                       | E-mail Address:   |
| Services Provided / Date(s) of Service: |                   |



## EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

### RFP No. ENG001 - Utility Locating and Vacuum Excavation Potholing Services

Proposer Name: \_\_\_\_\_

List below requests for clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, and submit with your RFP response.

The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFP response disqualification.

| Reference to: |         |          | Description                           |
|---------------|---------|----------|---------------------------------------|
| Page No.      | Section | Item No. |                                       |
| p. 23         | D       | 1.c.     | <i>Proposer takes exception to...</i> |
|               |         |          |                                       |
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\*Print additional pages as necessary



## CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

The District's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the District. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities, and to all General or Professional Service Providers regardless of their race, gender, or ethnicity.

All business enterprises and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers, and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

**All business enterprises and their subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

All business enterprises shall include the nondiscrimination provisions above in all subcontracts.

Please include the required completed forms with your proposal. Non-compliance with the Guidelines may deem a proposal non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines at the following direct link:  
**[Contract Equity Program Guidelines](#)**
- 2) Filling out and submitting with your Proposal the appropriate forms at the following direct link:  
**[Contract Equity Program Forms](#)**

The CEP guidelines and forms can also be downloaded from the District website at the following link:

**<http://www.ebmud.com/business/contract-equity-program/contract-equity-guidelines-and-forms>**

If you have questions regarding the Contract Equity Program please call (510) 287-0114.



## EXHIBIT B

# INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District, prior to award.

The following are the minimum insurance limits, required by the District, to be held by the GENERAL OR PROFESSIONAL SERVICE PROVIDER performing on this RFP:

### INDEMNIFICATION AND INSURANCE

#### A. Indemnification

GENERAL OR PROFESSIONAL SERVICE PROVIDER expressly agrees to defend, indemnify, and hold harmless the District and its Directors, officers, agents, and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from GENERAL OR PROFESSIONAL SERVICE PROVIDER's, its associates', employees', subcontractors', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

#### B. Insurance Requirements

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by the District. The Notice to Proceed shall not be issued, and GENERAL OR PROFESSIONAL SERVICE PROVIDER shall not commence work until such insurance has been approved by the District. The certificates shall be on forms approved by the District. Acceptance of the certificates shall not relieve GENERAL OR PROFESSIONAL SERVICE PROVIDER of any of the insurance requirements, nor decrease the liability of GENERAL OR PROFESSIONAL SERVICE PROVIDER. The District reserves the right to require GENERAL OR PROFESSIONAL SERVICE PROVIDER to provide insurance policies for review by the District.

#### C. Workers Compensation Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Workers Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, the District will accept a Self-Insured Certificate from the State of California. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor to provide it with evidence of Workers Compensation Insurance.

D. Commercial General Liability Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If GENERAL OR PROFESSIONAL SERVICE PROVIDER elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, GENERAL OR PROFESSIONAL SERVICE PROVIDER is required to notify the District immediately. Any request to self-insure must first be approved by the District before the changed terms are accepted. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor or Professional Service Provider to provide evidence of liability insurance coverages.

The amounts of insurance shall be not less than the following:

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- Automobile.

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- General Liability.

The following coverages or endorsements must be included in the policy(ies):

1. The District, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers explosion, collapse, and underground hazards.
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.



# DISTRICT SERVICE AREA MAP

