

City of Dover

January 10, 2018

To Whom It May Concern:

The City of Dover will receive sealed proposals on February 6, 2019 at 2:00 p.m. local time for the purpose of contracting for **ENGINEERING SERVICES FOR THE CITY OF DOVER ELECTRIC DEPARTMENT, 19-0013EL.**

The RFP must be submitted with three (3) paper copies and one (1) electronic copy on either a CD/DVD or flash drive in a sealed envelope. **All vendors must complete the request for proposal (RFP) notice and send it via email to doverwhse@dover.de.us or by fax to (302) 736-7178 if they intend to submit a proposal. Any vendor not returning the form may not receive published addenda.**

Your proposal is not revocable for one hundred and twenty (120) days following the response deadline indicated above.

LATE SUBMISSIONS:

A proposal received after the closing date and time for receipt of the proposals is late and shall not be considered. It is the responsibility of the submitter to ensure that the proposal is received prior to the closing date and time.

QUESTIONS:

If you have questions concerning this Request for Proposal, they must be made in writing and emailed to me at doverwhse@dover.de.us. **All questions must be submitted no later than Friday, Thursday, January 25, 2019.** All questions will be compiled and answered in the form of an addendum and will be emailed to all prospective proposers who return the RFP solicitation form attached and will be posted on the City of Dover web site, www.cityofdover.com. All changes or corrections to this Request for Proposal will be handled by addenda issued by the Purchasing Office. The receipt of all Addenda must be acknowledged on the proposal submission form.

The City of Dover reserves the right to request corrections, clarifications, and/or additional information pertaining to Respondent's response.

Proposals will be opened publicly at the time and place designated in this letter. The name of each offeror shall be read publicly and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The main purpose of the RFP opening is to reveal the name(s) of the submitter(s), not to serve as a forum for determining the award.

The contract shall be awarded within 90 days of the closing date to the offeror whose proposal is determined in writing to be most advantageous to the City. All prices must be held firm for a minimum of 90 days from the date of the opening. The proposals, summaries, and tabulations shall not be open for public inspection until after receipt of a fully executed contract.

Conflict of Interest Clause:

Pursuant to Dover Code, Chapter 30, Section 30-33, No city employee or official may participate on behalf of the city in the review or disposition of any matter pending before the city in which he has a personal or private interest. No city employee or official shall benefit from any contract with the city, nor solicit any contract, and shall not enter into any contract with the city (other than an employment contract). No person who has served as a city employee or official shall represent or otherwise assist any private enterprise on any matter involving the city, for a period of two years after termination of his employment or elected or appointed status with the city, if he gave an opinion, conducted an investigation or otherwise was directly and materially responsible for such matter in the course of his official duties as a city employee or official. All parties hereto declare and affirm that no officer, member, or employee of the City, and no member of its governing body, and no other public official of the City who exercises any functions or responsibilities in the review or approval of the undertaking described in this contract, or the performing of services pursuant to this contract, shall participate in any decision relating to this contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the City, nor any member of its governing body, have any interest, direct or indirect, in this contract or the proceeds thereof.

Public employees and elected officials must discharge their duties impartially so as to assure competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of City procurement. Dover Code Article II Section 30 (Appendix A of this policy), establishes standards of ethical conduct among public officials and employees. Vendors participating in the City procurement will be disqualified from the procurement if the employee, official or vendor is found to be in violation of the City's ethical standards and a referral of the matter will be presented to the Ethics Commission.

Please reference the City of Dover Purchasing Policy if you have any questions at:

<https://evogov.s3.amazonaws.com/media/27/media/47170.pdf>

The City of Dover reserves the right to waive technicalities, to reject any or all submissions, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the best interest of the City.

All proposals are to be received by the Procurement Office, 710 William Street, Dover, DE, 19904 no later than the 2:00 p.m. opening. All proposals will be opened in the presence of the Procurement Manager or his/her designee. **Any and all proprietary information contained within the proposal must be clearly marked.** The cover must indicate that the proposal contains such information. **Copies** of the proposals will not be provided to competing vendors.

Minority, women, veteran, service disabled veteran, and individuals with disabilities owned vendor preference shall be three percent (3%) of the value of the award. **The vendor must identify qualification and claim to the preference on the submitted proposal documents.** **The vendor must provide authoritative proof of minority ownership such as identification in the certification directory maintained by the State of Delaware Office of Supplier Diversity to qualify for this preference.** This preference is to be considered as a stand-alone and cannot be added to any other preference that may be allowed. This preference shall not apply to subcontractors.

Local vendor preference shall be considered for materials, equipment, construction contracts, and utility contracts. Local vendor preference shall be three percent (3%) of the annual value of the award. The term local vendor is defined as a gradually increasing range with preference assigned as follows:

Rule 1: Vendor located within the city limits of the City of Dover.

Rule 2: Vendor located within Kent County, Delaware (applicable only if no vendor qualifies under rule 1)

Rule 3: Vendor located within the State of Delaware (applicable only if no vendor qualifies under rules 1 & 2)

In the event that no vendor qualifies under rules 1, 2, or 3, no local vendor preference will be awarded. **The vendor must identify qualification and claim to the preference on the submitted proposal documents.** This preference is to be considered as stand-alone and cannot be added to any other preference that may be allowed.

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the City of Dover may contract for an equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

Neither the contractor nor the City of Dover shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

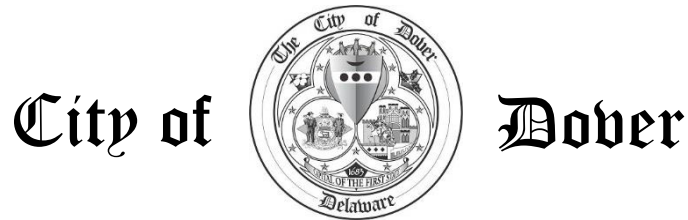
Vendors must provide references to the City of Dover upon request. Vendor references may be checked to verify the proposer's ability to perform the contract requirements, the quality of work and the ability to meet obligations.

ENVELOPES MUST BE MARKED "ENGINEERING SERVICES FOR THE CITY OF DOVER ELECTRIC DEPARTMENT, 19-0013EL." No faxed or emailed proposals will be accepted.

The City of Dover shall have the right to reject any or all proposals if deemed to be in the best interest of the City, such as but not limited to local vendor preference and minority vendor preference while awarding.

Sincerely,

Barry Wolfgang
Acting Contract and Procurement Manager
City of Dover
(302) 736-7795
www.cityofdover.com



REQUEST FOR PROPOSAL SOLICITATION NOTICE

RFP Number: 19-0013EL

RFP Opening: February 6, 2019, 2:00 p.m.

Description: Engineering Services for the City of Dover Electric Department

If you are interested in the request for proposal described above, you can download it in Adobe PDF format from our web site <http://www.cityofdover.com/bid-procurement>. Any amendments of other additional information related to this solicitation will be posted with the original document on the web site.

If you do not have internet access and want to receive this request for proposal, all subsequent amendments, or additional information on the RFP package, please provide the requested information to:

The City of Dover
 Purchasing Office
 710 William Street
 Dover, DE 19904
 Fax: (302) 736-7178, attention Barry Wolfgang
 Phone: (302) 736-7795
 e-mail: doverwhse@dover.de.us

Please complete the following and return this form to the City of Dover Purchasing Office.

	Vendor Response /Request
Company: _____	No submission at this time, please retain on vendor list
Address _____	
_____	Please send complete RFP package
Contact: _____	I will download the RFP package
Phone _____	I intend to submit
Email for RFP _____	I do not intend to submit
	Other:

REQUEST FOR QUALIFICATION:
ENGINEERING SERVICES

INTRODUCTION

This contract will be based on time and material only and will be under the direction of the City of Dover (COD). The City of Dover desires to select an Electrical Engineering firm to provide complete project specific services, to consult on design for capacity improvements, substation design, Transmission & Distribution design and general engineering services. The successful firm will become an integral team member for selected aspects of project development, implementation and oversight. The selected firm will provide additional related services as mutually agreed to by the City and the selected electrical engineering firm. Project assignments will be on an as needed basis. The City always reserves the right to perform work in-house or to award projects on a separate competitive or negotiated basis.

SCOPE AND STIPULATIONS OF AGREEMENT

The winning firm shall perform professional services including basic electrical design; planning; structural and any surveying or related services incidental thereto. The firm represents that all tasks will be performed in accordance with generally acceptable professional standards and further represents that the advice and consultation provided shall be within its authority and capacity as a professional. The firm will comply with the regulations, laws, ordinances, and requirements of all levels of governmental applicable to any assigned project. The responsibilities of the winning firm shall include:

- a. Consult with City staff to determine project requirements and review available data in the City's possession.
- b. Determine the scope and related requirements of projects in consultation with the City and based on all available information.
- c. Consult on and design for capacity improvements.
- d. Consult on and design of substations, both electrical and structural.
- e. Consult on and design new and existing Transmission and Distribution lines and substations, both electrical and structural.
- f. Development of as-built drawings.
- g. Perform necessary research and field survey work when requested.
- h. Provide solutions to solve the defined need.
- i. Prepare preliminary design documents consisting of preliminary construction plans and outline specifications.
- j. Consult with and advise the City as to the acceptability of subcontractors and other persons and organizations proposed by a prime contractor.
- k. Consult with and advise the City as to the acceptability of substitute materials and equipment proposed by a contractor.

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ENGINEERING SERVICES

- l. Assist the City in evaluating proposals and in assembling and awarding contracts.
- m. Prepare all documents necessary for the City and contractor(s) to enter into a contract for the construction of projects, or installation of equipment, and forward all such documents to the contractor for execution.
- n. Co-conduct, with the City, at the City's request, the pre-proposal conference to encourage competent, responsive, competitive proposals and to clarify any questions that may arise about the project during the proposal process.
- o. Consult with and advise the City and act as its representative as normally expected of professional firms, including contract administration. The firm will have the authority to act on behalf of the City to the extent authorized by the City on a per project basis.
- p. Make periodic visits to job sites as necessary, or as defined for individual projects. The purpose of these visits will be to observe, as an experienced and qualified design professional, the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the final plans, specifications, and the contract documents. The firm will verify that the completed project conforms to the final plans, specifications, and to the contract documents.
- q. Take appropriate action to review and approve submittals of appropriate drawings, samples, etc. as they relate to the design concepts, shop drawings and samples, the results of test and inspections and other data which contractor(s) is required to submit, for conformance with the design concept of the project and compliance with the information given in the final plans, specifications, and the contract documents; determine the acceptability of substitute materials and equipment proposed by contractor; and receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, which are to be assembled by the contractor in accordance with the final plans, specifications, and contract documents.
- r. Based on the firm's on-site observations as an experienced and qualified design professional and on review of contractor's applications for payment and the accompanying data and schedules, shall advise City as to the amount owed to contractor(s).
- s. Conduct an inspection to determine if the project is substantially complete and conduct a final inspection to determine if the project has been completed in accordance with the final plans, specifications and contract documents.
- t. Analyze and make recommendations for transmission line, substation and feeder protection.
- u. Provide technical field service in relay, substation design, substation construction, transmission and distribution line construction when required including storm restoration.

Miscellaneous Services

- a. In the instance that short-term studies, analysis, and/or programming needs are required by the City, the firm will provide assistance to the City.
- b. These miscellaneous services will be used for services that do not fit into any of the above-listed categories.

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To assist the selected firm, the City of Dover will do the following:

- a. Provide all information, as legally allowed, in possession of the City which relates to the City's requirements for the project or which is relevant to the project.
- b. Assist in obtaining permission to enter public and private property as required to perform services. The City will acquire the necessary easements and/or property.
- c. Provide the successful candidate with system model in E-Tap

The proposer proposes and agrees to furnish all necessary personnel, equipment, and materials necessary to perform all work in full and complete accordance with the satisfaction of the COD. Work will be performed on a time and materials basis or fixed cost basis using the proposed rates for all assigned work.

The quantity of work is dependent upon the needs of the COD and the funds allocated for this purpose. The proposer will be required to respond to the needs of the COD within 48-hours after notification for non-emergencies and within 3-hours after notification for emergency situations. The terms of this contract will be for three (3) years, with an optional extension of two (2) one year periods if agreed by all parties.

If the proposer to whom an award is made shall fail to execute the contract, the award may be annulled and the contract awarded to the second lowest responsible proposer, and such proposer shall fulfill every stipulation embraced herein as if they were the original party to whom the award was made, or the COD may reject all quotes as its interest may require.

The COD reserves the right to ask for evidence of previous experience and training in the form of letters. Personnel are subject to approval by the COD prior awarding the contract or at any time thereafter.

All work will be performed in a workman like manner and will be in accordance with this specification and applicable federal and state regulations. The proposer will at all times exercise care to prevent injury to any persons and to prevent damage to any property during performance of work.

Any damages, real or personal, off the right of away or easement arising directly from the performance of the work specified herein, or damages on the right of way or easement as a result of negligent operations, shall be settled promptly by the contractor.

SAFETY STANDARDS

All personnel employed by the proposer shall comply with all applicable federal OSHA regulations and COD safety requirements if working at a City owned site. All equipment to be used and all work to be performed must be in full compliance with the most current revision of the applicable American National Standards Institute and UL Laboratory standard. The proposer must

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ENGINEERING SERVICES

have documented policies conforming to EPA, OSHA, and DOT regulation and will abide by all safety rules in the COD Safety Manual (a copy will be provided upon award of contract).

DISCONTINUANCE OF WORK

The proposer, upon receipt of either written or oral notice to discontinue such practice shall, immediately discontinue any practice determined to be hazardous or unsafe as determined by the COD designated representative. COD considers work not in accordance with this specification, and/or work not in accordance with state and federal regulations, and/or unskilled or careless work to be sufficient reason to order the contractor to stop work. Work will not be allowed to resume until the deficiencies are corrected to the satisfaction of the COD designated representative. Furthermore, COD reserves the right to require the contractor to replace any worker before work is allowed to continue. If not satisfied, the COD will consider this to be cause for termination of the contract.

OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The proposer will at all times during the term of this contract observe and abide by all federal, state, and local laws which in anyway affect the conduct of the work and will comply with all decrees and orders of courts of competent jurisdiction. The proposer shall comply fully and completely with any and all applicable state and federal statutes, rules and regulations as they relate with hiring, wages, and any other applicable conditions of employment.

PERSONNEL

All personnel employed on COD projects shall be trained and have a working knowledge of high-voltage electrical systems, dielectric oil, spill prevention and cleanup awareness, and other hazardous wastes. The operation of oil-filled, gas-filled, and dry equipment, such as transformers, capacitors, switches, pumps and controls must be understood by all personnel employed on COD projects. Personnel on COD projects may also come in contact with Polychlorinated biphenyls, hazardous waste, and work in close proximity with pumping equipment and hazardous electrical energy.

LOCATION AND SCHEDULE OF WORK

The proposer may be required to work within power generating stations, electrical substations, and in close proximity to active high-voltage equipment and pumping equipment. Additionally, the proposer may be required to work on industrial, commercial, or residential properties. The COD reserves the right to change, add, or delete the level of service provided by the proposer as situations dictate and this is conditional upon the total amount of funds budgeted. The COD shall notify to the proposer of the services to be provided when they are called upon.

EQUIPMENT

The proposer will furnish supervision, labor, tools, equipment, report forms and transportation for all aspects of overhead line work. The proposer shall provide adequate two-way communication between the COD representative and/or the proposer's supervisor. The COD

REQUEST FOR QUALIFICATION: **ENGINEERING SERVICES**

reserves the right to inspect tools and associated equipment for proper safety and operation during times of active work on COD projects.

VEHICLES

The proposer will be responsible for providing adequate vehicles to support normal required work, emergency work and storm repairs as required. The COD reserves the right to inspect vehicles and associated equipment for proper safety and operation during times of active work on COD projects.

REPORTS

The COD Electric Department shall be provided with documentation of completed work within 2-days of completion of a work assignment. A paper copy shall be provided with an electronic version if requested.

EVALUATION CRITERIA

The Request for Proposal response will be awarded to the proposer whose proposal is determined to be in the best interest of the COD. The City reserves the right to select the service/provider which best meets its required needs, budget constraints, quality levels, and administrative expectations. The detailed proposal submitted by the proposer shall be reviewed by the COD using the following evaluation criteria:

1. **Experience and Capacity:** Demonstrate the proposer's experience and capacity in providing the services required, such as depth and breadth of design and engineering experience, size and scope of previous projects equal to the projects in the scope, quality and experience of assigned personnel, the ability to understand and analyze relay outage history in both ABB & Schweitzer relays. Major points to be addressed are experience with substation design, system load studies, transmission relaying and the availability to have the above described field services along with response times. The lowest price proposed may not have a direct bearing on the final selection, each of these points must be addressed in your submission.
2. **Geographical Location:** Provide the primary office location and contact information from which service to the COD will be provided.
3. **Recent Project History:** Provide information which includes the most recent municipal or regional company projects completed with contact information.
4. **Personnel and Equipment Rates:** Provide a listing of the personnel and equipment rates which will be used on COD projects (Attachment A). Provide any future rate escalators and any terms and conditions required by the proposer which will adjust any rates or service. Provide the mark-up rate applied by the proposer to any material, vendor, or subcontracted items. Provide the cost of any retainers or fees which will be associated with the contract.

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ATTACHMENT A:

2019 ENGINEERING SERVICES LABOR RATES

Please give quotes for five years on the following items:

Equipment	1st Year	2nd Year	3rd Year	4th Year	5th Year
Administrative Specialist					
Clerical					
CAD Tech I					
CAD Tech II					
Engineer I					
Engineer II					
Engineer III					
Sr. Engineer					
Consultant Engineer					
Project Manager					
Project Administrator					
Designer I					
Designer II					
Designer III					
Sr. Designer					
Design Supervisor					
Principal Engineer					

Overtime Rate _____%

Please include any additional rates not mentioned above: