

REQUEST FOR BIDS

Underground Utilities Locating Services



Bluebonnet

ELECTRIC COOPERATIVE

Date Issued: February 3, 2025

**BIDS TO BE SUBMITTED BY:
4:00 p.m. CST, Friday, February 14, 2025**

Underground Utilities Locating Services

Bluebonnet Electric Cooperative, Inc. (Bluebonnet) is seeking bid(s) from qualified companies or businesses, with proven experience and expertise, to locate and mark underground electrical utilities owned, maintained, and operated by Bluebonnet.

Proposals responsive to this Request for Bid (“Proposal”) will be accepted until **4:00 p.m. CST on February 14, 2025**, and must be emailed to: brandi.lowe@bluebonnet.coop

Bluebonnet believes that the data contained in this document is sufficient for the preparation of a full response. Requests for additional information should be completed by February 5th, 2025.

DEFINITIONS, TERMS AND CONDITIONS

Definitions

In order to simplify and clarify the language throughout this Request for Bid, the following definitions shall apply:

BLUEBONNET – Bluebonnet Electric Cooperative, Inc., a Texas electric cooperative corporation

CONTRACT – An agreement between Bluebonnet and a Contractor to furnish supplies and/or services over a designated period of time, during which purchases are made of the supplies and/or services specified.

CONTRACTOR – Individual or Entity submitting a response to this RFB

RFB – Request for Bid

Proposals

The submitted proposal(s) must be received prior to the time and date specified on the Proposal Submission Deadline. Proposals that are not in Bluebonnet’s possession by that deadline will not be considered. Contractor must ensure that the Proposal is delivered and received on time. Bluebonnet will confirm receipt of the Proposal.

Proposals cannot be altered or amended after the Proposal Submission Deadline. Alterations made before closing must be initialed by Contractor, guaranteeing authenticity. Upon submittal, Contractor agrees its Proposal may not be withdrawn after 4:00 p.m. February 14, 2025. Failure to honor Contractor’s Proposal submitted hereunder may result in legal action.

Pricing proposed shall remain valid April 1, 2025 through March 31, 2026.

By submitting a Proposal, Contractor certifies that Contractor has fully read and understands this RFB and has full knowledge of the scope, quantity and quality of the services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at Contractor’s risk.

Any Proposal which does not contain all of the information requested in this RFB will be considered incomplete and may be rejected.

Bluebonnet by statute is exempt from State Sales Tax and Federal Excise Tax, therefore the Proposal

price shall not include taxes.

The Contractor shall furnish any additional information as Bluebonnet may require. Bluebonnet shall have the right to verify qualifications of the Contractor(s) as it deems appropriate.

Disclosure

There will be no disclosure of contents of proposals to competing Contractors at any time, and all proposals will be kept confidential.

Reservations

Bluebonnet reserves the right to accept or reject any or all proposals as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFB if found to be in the best interest of Bluebonnet. All proposals become the property of Bluebonnet.

Bluebonnet reserves the right to award locate services to multiple contractors.

Submission of a Proposal indicates acceptance by the Contractor of the terms and conditions contained in this RFB, unless clearly and specifically noted in the proposal submitted and confirmed in the Contract between Bluebonnet and the Contractor selected.

Reimbursements

There is no expressed or implied obligation for Bluebonnet to reimburse Contractor for any expenses incurred in preparing proposals in response to this RFB, including the Contractors' costs associated with contracting services to prepare such proposals, nor shall Bluebonnet pay any subsequent costs associated with any additional requested information or presentations.

Communication

Bluebonnet shall not be responsible for any verbal communication between any employee of Bluebonnet and any Contractor. All questions must be submitted in writing. Only written proposals will be considered.

Modification of RFB Documents

Contractors will be supplied with the original RFB documents in electronic form to aid in the preparation of proposal(s). Contractor, by accepting these electronic documents, agrees not to edit or change the language or format of these documents. Submission of a Proposal by Contractor signifies full agreement with this requirement.

Negotiations

During the evaluation process, Bluebonnet reserves the right, where it may serve Bluebonnet's best interest, to request additional information or clarifications from Contractor(s). At the discretion of Bluebonnet, all Contractor(s) reasonably likely to be selected based on criteria set forth in this RFB may be given an opportunity to make a presentation and/or interview with the Selection Committee (see "Special Provisions.") Each proposal must designate the person(s) who will be responsible for answering technical and contractual questions. Preliminary negotiations may be conducted with responsible Contractor(s) who submit proposals that have a reasonable chance of being selected.

Governing Law and Venue

ALL RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL BE CONSTRUED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY, THE LAWS OF THE STATE OF

TEXAS, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF. EACH PARTY AGREES THAT VENUE FOR ANY SUIT, ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THE EXECUTED CONTRACT SHALL BE BASTROP, BASTROP COUNTY TEXAS

All pricing proposed will be considered specific to the services awarded for this RFB only. Any other contracts already in place will not be affected.

The award of this Bid shall in no part or way impact any Bluebonnet project currently in existence with Contractor. Bluebonnet will not authorize the transfer of Contractor’s crews assigned to an existing project to this project.

Addenda

In the event of a needed change in the published RFB documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum. All published addenda shall be signed and included with Contractor’s response package as acknowledgement of the addendum. Contractors are responsible for obtaining all published addenda from Bluebonnet. Bluebonnet assumes no responsibility for a Contractor’s failure to obtain or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for rejection of the Proposal. Bluebonnet’s decision to accept or reject any Proposal due to a failure to acknowledge and submit addenda shall be final.

GENERAL INFORMATION

Background

Bluebonnet is a member-owned, non-profit distribution electric cooperative established in 1939. Bluebonnet owns and maintains over 12,000 miles of distribution and transmission line with more than 130,000 meters spread across all or parts of 14 counties in Central Texas. A nine-person, member-elected Board of Directors governs Bluebonnet. Bluebonnet’s business activities include the transmission and distribution of electric power, along with construction of the infrastructure to conduct such business activities.

INTENT AND SCOPE OF WORK

Locating Services will generally consist of the following:

- a) Provide sufficient, qualified staff, vehicles, paint, flagging, and all other locating equipment to perform locate services within the contract service area provided by Bluebonnet. Please provide methods of job assignments to ensure performance of services in a timely manner.
- b) Store and safeguard the location of Bluebonnet’s maps and records. Please provide information regarding methods of storage to include electronic safeguards and transmittal of information.
- c) For each locate request received, the locating service shall screen, prioritize and visit the excavation site if necessary and locate Bluebonnet’s facilities as required.

- d) All “normal” 48 hours locate requests shall be complete within **three (3) business days** of receiving the request and all “emergency” requests shall be treated as an emergency and completed as soon as possible and as soon as it can be done. Please provide methods of job assignments to ensure performance of services in a timely manner.
- e) Additional services such as site surveillance, maintenance of marks and flags, and stand-by protection may be requested on an as-needed basis.
- f) The Locating Service shall notify the excavator of the presence of any identifiable, but un-locatable, facilities of Bluebonnet and caution the excavator that any location information supplied may not be within the definition of reasonable accuracy.
- g) The locating service shall utilize all information transmitted by Bluebonnet solely for the purpose of performing locates on behalf of Bluebonnet.
- h) The locating service shall comply with the provisions of all applicable permits and licenses relative to the services to be performed. The locating service shall comply with all applicable laws, ordinances and regulations of the United States, the State of Texas and any unit of local government correctly asserting jurisdiction, applicable to the services.
- i) The locating service shall procure at its expense, and maintain, and shall require all of its subcontractors, if any, to procure and maintain in full force during any work to be performed on behalf of Bluebonnet, insurance policies, from an insurer, or insurers, licensed (admitted) to do business in the State of Texas (with an AM Best Rating of A VII or better) where the work hereunder is to be performed, and each of which insurers shall be satisfactory to Bluebonnet; and the said policies shall provide insurance of the type and in the amounts below indicated:
 - 1) Statutory Coverage Workers’ Compensation Insurance (including Occupational Disease Coverage) in accordance with the laws of the states where the Services are to be performed.
 - 2) Employer’s Liability Insurance with limits of not less than \$1,000,000 Bodily Injury by Accident; and \$1,000,000 by Disease each employee; \$1,000,000 Bodily Injury by Disease Policy Limit.
 - 3) Commercial General Liability Insurance under an occurrence policy form (ISO occurrence form CG 0001 12/07, or a substitute form providing equivalent coverage) insuring the indemnity agreements set forth in this Agreement with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including endorsements for Premises/Operations, Personal Injury Liability, Products/Completed Operations, Blanket Contractual Liability assumed in the Agreement, including indemnification liability, and Completed Operations Coverage (minimum 2 years past completion of Project). The policy must be endorsed to provide that aggregates limits apply on a per project basis. Coverage shall also be included for any construction or work on or within 50 feet of a railroad. If the project includes application of herbicide or pesticide, the Commercial General Liability and Excess/Umbrella policies shall be endorsed to include herbicide and pesticide applicator coverage and should be noted on the certificate of insurance.
 - 4) Business Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned); with a combined single limit of not less than \$1,000,000. The policy must be endorsed to provide Broadened Pollution Coverage for Covered Autos using ISO form CA 99 48 03/06 (or a substitute form providing equivalent coverage).

- 5) Professional Liability (Engineer's Errors and Omissions) Insurance, in the event locating services Company is performing design, engineering or other professional services, with limits of at least \$5,000,000 for each occurrence and \$5,000,000 in the aggregate. The policy may not contain any exclusion for bodily injury or property damage.
- 6) Umbrella Insurance (Excess Liability) with minimum limits of \$10,000,000 per occurrence.
- 7) Pollution Liability Insurance, covering losses caused by pollution conditions that arise from the operations of locating services Company coverage of not less than \$1,000,000 per occurrence and in the aggregate.
- 8) Aviation Liability Insurance, if required or used in the performance of the work, for the ownership, operation and use (including chartering) of any aircraft and/or rental of any aircraft hangar. The policy shall be no less than \$10,000,000 per occurrence and annual aggregate.
- 9) Additional Insured. - All policies (except for Workers' Compensation/Employers Liability, Professional Liability and Pollution Liability) will name, by policy endorsement, Bluebonnet as additional insured and must provide coverage to the maximum extent permitted by law. The General Liability Policy will be endorsed using ISO form CG 20 10 10/01 and CG 20 37 10/01 (or a substitute form providing equivalent coverage).
- 10) Waiver of Subrogation. - Locating Services Contractor will waive all rights of subrogation against Bluebonnet and their respective directors, officers, members, employees, agents and insurers, and all policies of insurance provided for above shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Bluebonnet and its respective directors, officers, members, employees, agents and insurers. Failure of Locating Services Contractor to so replace any such policy or policies shall constitute a default by it under the Agreement, and at Bluebonnet's election, the Agreement may be terminated upon ten (10) days written notice from Bluebonnet. No policy required hereunder shall exclude or limit liability within the policy limits for personal or bodily injury or damages or death of an employee of Locating Services Contractor or Bluebonnet.
- 11) Primary & Non-Contributory. - Bluebonnet and Locating Services Contractor intend that the Locating Services Contractor shall ensure that all policies purchased in accordance with this section will protect Bluebonnet and Locating Services Contractor, and will be primary and non-contributory with any other coverage elsewhere afforded or available to Bluebonnet, as well as provide primary coverage for all losses and damages caused by the perils covered thereby related to or arising out of the Work.
- 12) Severability & Cross Liability. - The policies shall also include standard severability provisions that state each insured is provided coverage as though a separate policy had been issued to each, except with respects to limits of insurance. The policies shall not contain a cross liability or a cross-suit exclusion that prevents Bluebonnet from asserting claims against the Locating Services Contractor or any other Insured under the policies.
- 13) Proof of Insurance. - Prior to commencement of the Services, Locating Services Contractor shall furnish Bluebonnet insurance certificate(s) on a form satisfactory to Bluebonnet executed by an authorized representative of the insurer, and if requested by Bluebonnet, for each policy, a copy of the Declaration page; if not on the Declarations page, a copy of any schedule showing the limits of insurance and a list of all endorsements to the policy, together with a copy of each endorsement herein requested and certified copies of insurance policies, with endorsements, evidencing the applicable policies, coverages and

limits, including those of its subcontractors. Bluebonnet's receipt of or failure to object to any insurance certificates or policies submitted by Locating Services Contractor or its subcontractors does not release or diminish in any manner the liability or obligations of Locating Services Contractor or its subcontractors or constitute a waiver of any of the insurance requirements under this Agreement. Replacement certificates of insurance evidencing continuation of such coverage shall be furnished to Bluebonnet prior to the expiration of the current policies. Should Locating Services Contractor or any subcontractor at any time neglect, refuse to provide or cancel the insurance required herein, Bluebonnet shall have the right to terminate this Agreement or pursue any remedy available at law.

SPECIAL PROVISIONS

Selection Process

A Selection Committee will be designated to review and evaluate all proposals received by the Proposal Submission Deadline.

Oral Presentations

After all proposals have been evaluated, the Selection Committee may require representatives of one or more of the Contractors to appear and make presentations to the Selection Committee for the purpose of final evaluation and recommendation for contract award. However, Bluebonnet may, at its sole discretion, award a contract without presentations, based solely on information supplied in the Proposal responses.

Selected Service Provider

Bluebonnet expects to name the selected Contractor(s) by February 28, 2025. Bluebonnet reserves the right to reject all proposals and not select any Contractor.

News Releases/Publicity

News releases, publicity releases or advertisements relating to this engagement or the tasks or projects associated with this engagement shall not be made without prior written approval from Bluebonnet.

FORMAT REQUIREMENT

Proposal Requirements

The following instructions describe the form in which proposals must be submitted. Proposals must be submitted using Attachment A.

Responses to the following items will be used for proposal evaluation. Proposals which do not contain responses to each of the requirement items will be considered incomplete and may be rejected by Bluebonnet.

Proposal documents should provide a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of this RFB. Emphasis should be on completeness, clarity of

content and conveyance of the information requested by Bluebonnet.

The requirements stated do not preclude Contractors herein from providing additional reports, functions and costs as deemed appropriate.

Qualifications and experience

Contractor shall complete Tab 1 in Attachment A.

Pricing

Contractor shall provide pricing based on the requirements and terms set forth in this RFB on Tab 2 in Attachment A. Pricing must be all-inclusive and cover every aspect of the RFB. Cost must be in United States dollars. **Pricing sheet must be printed, converted to .pdf, and signed before submitting.**

- Standard Tickets Rate
- Project rate
- Work Hours Emergency (7 A.M. to 5 P.M. – Based on ticket submitted time)
- After Hours Emergency (5:01 P.M. to 6:59 A.M.)
- Dig In Investigation
- Digital Clearing Service

EVALUATION FACTORS

Format Requirement

Bluebonnet will review all proposals to determine compliance with the requirements as specified in the RFB. Only proposals which, in the opinion of the Selection Committee, meet the requirements of the RFB will be further evaluated.

Proposals that pass the preliminary review will be evaluated on how well the Proposal meets the needs of Bluebonnet as described in the Contractor’s response to each requirement listed in the RFB. The Selection Committee will review all written proposals that meet the requirements and will select the top proposals for further review. The responses should be clear and complete so that the Selection Committee can adequately understand all aspects of the proposals.

Evaluation Factors

Bluebonnet will use the following criteria in the selection process:

- Ability to provide required services
- Contractor’s strength, capabilities and cost

Certification and Authorization

The undersigned certifies that he has fully read and understands this Request for Proposal and has full knowledge of the scope, quantity and quality of the services to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this proposal, that this proposal has not been prepared in collusion with any other Contractor, and that the contents of this proposal have not been communicated to any other Contractor prior to the official opening of this proposal.

Representative's Name: _____
(Please print or type)

Representative's Title: _____

Contractor's Company Name: _____

Phone Number: _____

Email Address: _____

Contractor Name and Address: _____

Representative's Signature: _____

Date: _____