

**Request for Proposals:  
Underground Facility Damage Investigation and Analytical Services  
The Vermont Public Service Department March 1, 2018 – February 29, 2020**

**1.0 Scope of Proposal**

The Vermont Public Service Department (“PSD” or “Department”) is soliciting proposals for investigation and analytical services related to enforcement of 49 CFR 192.614; Vermont Statutes Annotated (V.S.A.) Title 30, Chapter 86; and Public Utilities Commission (PUC) Rule 3.800

These services would be for two years, commencing on March 1, 2018 and terminating on February 29, 2020

**2.0 Introduction**

Damage to underground utilities, such as electricity, gas and communication lines most often occurs during excavation activities. This damage affects business, can be expensive to repair, and is a serious risk to public safety. Vermont Law assigns damage prevention responsibilities to many parties, including, but not limited to, facility owners, excavators, and the general public. When damage occurs, it typically results from the failure, by of one or several of the responsible parties, to fully or effectively carry out their obligations.

Facility operators submit an **Underground Facility Damage Report (UFDR)** to the Department for each incident of underground damage. Each UFDR is logged, and investigated by the Department. The Underground Facility Damage Investigation and Analytical Service contractor investigates facility damage incidents, gathers evidence, and produces an **Investigation Report**. The Department Damage Prevention Team reviews each incident and determines the root cause and appropriate corrective actions to be taken.

**3.0 Definitions**

**UFDR** Underground Facility Damage Report; A written report submitted to the PSD, by an underground facility owner or operator, upon knowledge of damage to the underground facility (see sections 4.1 and 4.2)

**NOPV** Notice of Probable Violation; A citation of Vermont Statutes Annotated, Title 30, Chapter 86, Underground Utility Damage Prevention System and pursuant to PUC Rule 3.807, which is the Department’s recommendation to the PUC for possible penalty(s) against the violator of VT statutes.

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**4.0 Statement of Work**

The contractor for investigation and analytical services (hereafter referred to as the **Investigator**) works under the general direction of the Department staff and is responsible for investigating facility damage incidents, gathering evidence and producing reports as detailed below. The Investigator may also perform other assignments related to damage prevention program analysis, education and outreach activity as may be requested from time to time by the Department. The investigations may be anywhere within the State of Vermont.

**4.1 Typical Case Investigation Process**

- A. The Department assigns a UFDR to the Investigator.
- B. Within 30 days of receipt of the UFDR from the Department, the Investigator shall complete an investigation and provide a written **Investigation Report** to the Department. The Investigator shall collect evidence gathered from field visits, in-person interviews, and/or telephone interviews. Evidence and supporting facts should include maps, records, and photographs. The formal work product shall be a written Investigation Report (sample format available upon request) with maps, supporting documents, and photographs related to the incident he investigation report shall be submitted as a package to the Department Damage Prevention Team in an agreed-upon electronic format.
- C. Periodic work status information shall be communicated between the Investigator and the Department.
- D. The Investigator is required to participate in person in **Case Evaluation Meetings**. The Investigator presents all findings and evidence, included in each Investigation Report, to the Department Damage Prevention Team. The Investigator assists in reviewing the damage-incident histories of the entities involved in each case and participates in discussions related to corrective actions that the PSD may recommend. These meetings are typically scheduled upon completion of a group of case Investigation Reports, but may be held for individual case investigation reports.
- E. The Investigator also reviews any information, which is received by the Department or the Investigator, subsequent to the completion of the Case Evaluation Meeting. An addendum to the original Investigation Report is produced with new findings or confirmation of the original findings. The status of this addendum and the addendum itself is submitted to the Department electronically.

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#### 4.2 Investigator Responsibilities

- A. The Investigator shall perform the activities specified in Section 4.1 B through E for each case.
- B. The Investigator, may, if needed, act as an expert witness during case mediation or legal proceedings such as hearings before the Vermont Public Utilities Commission (PUC) involving a contested NOPV.
- C. The Investigator shall also perform other assignments related to damage prevention program analysis, education and outreach as assigned by the Department.

#### 5.0 Vendor Qualifications

In addition to possessing the ability to provide the above-mentioned deliverables, the successful bidder shall:

- A. Be knowledgeable of the legal requirements involving Damage Prevention Programs (see 49 CFR 192.614 and 30 VSA Chapter 86, and Public Utilities Commission Rule 3.800; links are below)

- <http://www.gpo.gov/fdsys/granule/CFR-2011-title49-vol3/CFR-2011-title49-vol3-sec192-614>
- <http://legislature.vermont.gov/statutes/fullchapter/30/086>
- [http://puc.vermont.gov/sites/psbnew/files/doc\\_library/3800-underground-utility-damage-prevention\\_0.pdf](http://puc.vermont.gov/sites/psbnew/files/doc_library/3800-underground-utility-damage-prevention_0.pdf)

- B. Be experienced with underground utility construction work
- C. Be familiar with resources available from the Common Ground Alliance and Dig Safe System, Inc.
- D. Possess strong communication, organizational, and writing skills
- E. Provide and maintain a computer with Microsoft Office compatible software, internet connection, email access, and possess effective computer skills necessary for case administration. The computer must be available during Case Review Meetings, special assignments and other times when recording or retrieval of information related to the Investigator's responsibilities, is required.
- F. Maintain required knowledge and skills throughout the term of the contract.
- G. Have and maintain reliable transportation.
- H. Maintain current certificates of the following minimum insurance coverage.

##### Workers Compensation Insurance:

With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

##### \$1 Million in General Liability Insurance coverage (a "CGL" policy.):

This requirement will not be waived or reduced. With respect to all

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operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- 1) Premises – Operations
- 2) Products and Completed Operations
- 3) Personal Injury Liability
- 4) Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 per Occurrence
- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$ 50,000 Fire/ Legal/Liability

\$1 Million in Automobile insurance coverage

The contractor shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement.

Limits of coverage shall not be less than: \$1,000,000 combined single limit.

**6.0 Contract**

Contract terms shall be for two years and may include a conditional option to extend the contract.

**7.0 Proposal Submission**

Submit a written proposal of Costs of Services, itemized by the unit cost of individual case completions and the unit cost of each item listed in Section 7.1., below. Refer to Section 4.2 (Investigator Responsibilities), above. Include all costs involved to produce a unit cost for each item. Estimated quantities are based upon typical caseloads; no quantities are guaranteed. Items will be paid only after they are complete and accepted by the Department as determined solely by Department.

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**7.1 Unit Bid Pricing of Services for the two plus years of the proposal:**

	<b>Item</b>	<b>Estimated Quantity</b>	<b>\$ / item</b>	<b>Subtotal</b>
<b>1</b>	<b>UFDR Investigation – per case</b>	175		
<b>2</b>	<b>Case Evaluation Meeting - per meeting</b> (A meeting is typically 1 hour; also include all preparatory effort and travel costs to Montpelier)	10		
<b>3a</b>	<b>Witness Unit</b> (Participate at PUC hearing as an expert witness, pay item includes up to 4 hours labor and all preparatory effort and travel costs to Montpelier)	5		
<b>3b</b>	<b>Witness Hour</b> (Additional hearing time in conjunction with <b>Witness Unit</b> , pay item is hourly fee)	6		
<b>4a</b>	<b>Support Unit</b> (Participate in PSD Meetings, pay item includes up to 4 hours labor and all preparatory effort and travel costs to Montpelier)	5		
<b>4b</b>	<b>Support Hour</b> (Additional PSD Meeting time in conjunction with <b>Support Unit</b> , pay item is hourly fee)	10		
<b>5</b>	<b>Project Hour</b> (Hourly Rate for special assignments, pay item is hourly fee)	20		
<b>6</b>	<b>Travel and Expenses Multiplier</b> (For all other expenses not included in above pay items, provide a <b>Multiplier</b> , for example a multiplier of “1.0” means all expenses will be passed through by contractor at their acquisition cost, while a multiplier of “1.02” suggests the contractor seeks a handling charge of 2% for all expenses they incur)	Multiplier = ____ . ____		
		<b>Total</b>		

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**7.2 Payment**

Successful contractor will be paid based on **Unit Bid Pricing** basis and in some cases on an **Hourly** basis as determined solely by the Department.

**8.0 Submission**

Please send the written proposal to the address below by 4:00PM, January 31, 2018.

**William B. Jordan, Director of Engineering  
Vermont Public Service Department  
112 State Street  
Montpelier, VT 05620-2601**

**Fax: 802-828-2342**

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