



## REQUEST FOR PROPOSALS

### Joint Use Inventory & Attachment Audit

**BID NUMBER: 922-01**

**RESPONSE DUE DATE: Monday October 17, 2022 at 2:00 PM**

Newport Utilities (NU) is seeking proposals for Joint Use Inventory & Attachment Audit. Details are provided on attached **Document 1**.

All proposals must be mailed or delivered, at the vendor's sole risk, to the address shown in this request for proposal.

NU is not obligated to accept proposals received after the date and time stated above.

Exceptions, if any, will be considered in the proposal evaluation in determining the successful vendor.

Vendor must provide supporting documentation with its proposals for any exceptions.

NU reserves the right to reject any or all proposals, to waive any and all informalities and/or irregularities in the proposal, to negotiate and/or renegotiate with any vendor the terms of its proposal, and to accept any proposal which in its opinion may be in the best interest of NU.

Proposals may be held by Newport Utilities for a period of time not to exceed sixty (60) days from the due date of the proposals for the purpose of evaluating the proposals or investigating the qualifications of the vendors, prior to awarding of the order. All proposals shall remain effective for at least sixty (60) days after the due date of the proposals.

This contract will allow for a 30 day transition period after award of contract. Pending Board approval in October 2022 & Budget approval in June 2022, **contract will commence March 1, 2023 or as soon as possible thereafter.**

**Each vendor's proposal shall constitute an offer to sell the goods or services sought by this Request For Proposals. The award shall be made by execution of a contract mutually agreed upon by both parties.**

**Questions regarding this request for proposal should be submitted in writing to the person listed below. Questions may be faxed or emailed.**

TO: John Johnson

TITLE: Warehouse Supervisor

Email: [jjohnson@newportutilities.com](mailto:jjohnson@newportutilities.com)

PHONE : (423) 625-2817 FAX : (423) 613-9786

#### **PAYMENT METHOD/TERMS**

Unless otherwise stated, payment will be made within thirty (30) days of the completion of delivery of all items or service, in acceptable condition, to Newport Utilities and receipt of invoice, whichever is later.

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# DOCUMENT 1

## NEWPORT UTILITIES BID SPECIFICATIONS

### FOR

### JOINT USE INVENTORY & ATTACHMENT AUDIT

These Specifications for Joint Use Inventory & Attachment Audit ("Specifications") shall apply to all parts of the work ("Work") performed by the Contractor and Contractor Personnel, hence referred to as CONTRACTOR, and are included as part of the Contract for Joint Use Inventory & Attachment Audit ("Contract") with Newport Utilities. All references to Newport Utilities shall be deemed references to "NU", acting through its General Manager or his/her designated representative. Nothing in these Specifications shall supersede any local, state, or federal ordinances, laws, or regulations. In the event of any question concerning the interpretation of these Specifications, the determination of NU shall be final and conclusive. In the event of any conflict between the Specifications and the Contract as to the nature of the Work, the Specifications shall prevail. In the event of any other conflict between the Specifications and the Contract, the Contract shall prevail.

#### 1. BIDDERS QUALIFICATIONS

1. Bids will be accepted from established, qualified CONTRACTORS experienced in joint use inventory and attachment audits. Bidders must warrant in their bids that they are conscious of and understand the danger resulting from contacting or coming in close proximity to energized electrical circuits while performing the work required by the Contract, and Bidders shall in their bid include a statement by which they accept sole responsibility for so informing and training their employees.

Bidders must warrant that their equipment, facilities, manpower, and financial resources are sufficient to meet the requirements of the Contract on a timely basis.

#### 2. INSTRUCTIONS TO BIDDER

2. Each Bidder shall submit **two (2) copies** of a proposal utilizing the "**BID RESPONSE FORMS**", which contain: **Exhibit 1, Document 2**, "NEWPORT UTILITIES AUDIT CONTRACTOR BID PACKAGE 2022", **Attachment 1**, "Newport Utilities CONTRACTOR Safety Document" and **Attachment 2**, "Contractor/ Visitor Safety Requirements", attached to this Specification. Each copy shall be signed and all copies shall be sealed in an envelope with the following on the outside:

Contract Joint Use Inventory & Attachment Audit, CONTRACTOR's

**Name:** \_\_\_\_\_ **Tennessee State CONTRACTOR's License No.:** \_\_\_\_\_.

The completed **BID RESPONSE FORM** documents of the successful Bidder will become **Exhibit 1-A** to the Contract between NU and the successful Bidder.

Other information supplied by the Bidder should be appended to Bidder's **BID RESPONSE FORMS**. All or a portion of the other information submitted by Bidder may be appended, at the option of NU, to the Contract as binding conditions or representations. Bidder's proposal may not be withdrawn for sixty (60) days from the bid opening date, and may be accepted by NU at any time prior to that date.

- 2.1. Each Bidder shall also attach to their proposal statements and/or information relative to the numbered criteria below. Each statement shall be a separate exhibit.
- 2.1.1. Provide a description of CONTRACTOR's ownership, legal form of organization, state of incorporation or organization, experience, manpower, and principal service area. The statement should describe the experience and technical competence of Bidder and its key personnel (managers and supervisors) who will be involved in this work. Please include copies of resumes for key personnel and identify their prospective role in fulfilling this requirement.
- 2.1.2. Furnish a State of Tennessee CONTRACTOR's License as required by Tennessee Code Annotated, Section 62-6-101 ET SEQ, certifying that the CONTRACTOR is a licensed CONTRACTOR. List the expiration date, classification and monetary limit under which the work will be performed.
- 2.1.3. CONTRACTOR has agreed to comply with the immigrant labor provisions of all applicable laws, including Tennessee Code Annotated, Section 12-4-124. Accordingly, CONTRACTOR agrees that it will not knowingly utilize the services of illegal immigrants in the performance of the Work. Additionally, upon execution of this Contract, CONTRACTOR shall provide a written attestation in the form of the attached "Addendum" stating that it will not knowingly utilize the services of illegal immigrants in the performance of the Work.
- 2.1.4. Furnish and maintain all necessary tools and equipment in good working order to provide a safe work environment at all times in compliance with all governing safety organizations. Provide a list of all available tools and equipment.
- 2.1.5. Furnish evidence of all applicable insurance pursuant to the scope and magnitude.
- 2.1.6. Furnish one (1) copy of your written safety policy and associated work procedures. Include with this the frequency of your safety meetings, whether or not you have a full time employee dedicated to employee safety (i.e. Safety Director) and describe your policy with regard to attendance at safety meetings (i.e. mandatory or voluntary participation). Please furnish one (1) set of the information provided to your employees during your most recent safety meeting.
- 2.1.7. Indicate whether or not your crew members are trained in current first aid practices and CPR in accordance with OSHA standards and state how often you "retrain" your employees in these skills.
- 2.1.8. Does your company participate in the Tennessee Drug Free Workplace Program? Does your company conduct random drug tests, in accordance with the FHW A 49CFR Part 382? Do you differentiate between "DOT" personnel, and "Safety Sensitive" personnel? Are your employees required to attend "drug-free" meetings or workshops? If so, how often? Please furnish one of the most recent documents provided to your employees with regard to the hazards of substance abuse.
- 2.1.9. Provide a representative listing of at least **five (5)** utilities for which the CONTRACTOR has done a substantial amount of line audit work. Please include the name, title, and phone number of the individual at each utility directly responsible for contract line audit, and the dates during which the CONTRACTOR has worked for each utility.
- 2.1.10. Identify all claims asserted against Bidder's firm or its employees during the past five years alleging that Bidder has breached any contract obligation or has failed to perform satisfactorily any contract obligation.
- 2.1.11. Provide the most recent audited financial statement of your company.
- 2.2. Bidder must express its agreement to all terms of the Contract on the **BID RESPONSE FORMS, Exhibit 1-A**, or describe specific exceptions referenced to specific numbered paragraphs. A failure of a Bidder to accept terms of the Contract deemed material by NU may disqualify the Bidder.

- 2.3. Before submitting its bid, each Bidder must (a) examine the Contract documents thoroughly, (b) visit the system to familiarize itself with local conditions that may in any manner affect performance of the work, (c) familiarize itself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work, and (d) undertake such further inquiries and examinations as the Bidder deems appropriate and desirable to permit it to prepare its bid. **A pre-bid conference will be held in NU's Auditorium located at 1419 West Highway 25-70, Newport, TN at 2:00 P.M. (local time) on Monday, September 26, 2022** to discuss NU's line clearance procedures. **Attendance is required.** The purpose of the pre-bid conference is to provide factual information in response to questions posed by Bidders. Nothing stated in the pre-bid conference or in any other communications with Bidders shall have the effect of modifying in any respect the provisions of this Specification, the requirements imposed upon Bidders, or the requirements of the Contract attached to this Specification.
- 2.4. Bidder must express its agreement to all terms of the Specifications on the **BID RESPONSE FORMS**, or describe specific exceptions referenced to specific numbered paragraphs of the Specifications. A failure of a Bidder to accept terms of the Specifications deemed material by NU may disqualify the Bidder.
- 2.5. The name and title of each person signing any element of Bidder's proposal shall be typed or printed legibly below the signature.
- 2.6. Bids by a partnership shall be signed in the name of the partnership by at least one of the general partners of the partnership.

2.7. Bids by a corporation shall be signed in the name of the corporation by the president or other person authorized to bind the corporation, with the signature attested to by the secretary or by another officer of the corporation. Proposals should be mailed to the following address:

**Via U S Postal Service:**

Newport Utilities  
Attn: John Johnson, Warehouse Supervisor  
PO Box 519  
Newport, TN 37822

**Via overnight delivery service or hand delivery:**

Newport Utilities  
Attn: John Johnson, Warehouse Supervisor  
170 Cope Boulevard  
Newport, TN 37821

- 2.8. **Proposals will be received in the Purchasing Department until Monday, October 17, 2022, at 2:00 p.m. (local time), after which they will be opened and read.** Bids received after that time will be returned to the bidder unopened. **No questions concerning the bids will be accepted after Tuesday, October 11, 2022.** All responding Bidders will be notified after the bid evaluation is complete. NU reserves the right to reject any and all bids, the right to waive any and all informalities, and the right to disregard all nonconforming or conditional bids or counterproposals. NU shall be the sole arbiter of the conformity of bids to this Specification.
- 2.9. Bidders warrant that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. CONTRACTOR will not discriminate against any employee or applicant because of disability, so long as an applicant with such disability is qualified for employment. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2.10. Final selection will be based on such factors as NU in its sole discretion deems relevant, including, without limitation, rates, financial stability, a survey of referenced long-term customers of Bidder, and the overall quality of the equipment and organization proposed for this Contract.

### **3. WORKER AND VEHICLE IDENTIFICATION**

3. The CONTRACTOR's employees shall at all times wear clothing, badges, or other apparatus, approved by NU, identifying them as employees of the CONTRACTOR. CONTRACTOR's employees shall identify themselves by name and position at any time requested by the public or an NU Representative. NU, at its own discretion, may furnish and require CONTRACTOR employees to wear, identification badges.
- 3.1. Each vehicle shall be marked with CONTRACTOR's insignia, name, and number designating it as property of the CONTRACTOR. NU, at its own discretion, may furnish and require the CONTRACTOR to display on their equipment signs identifying them as contracted to NU.

### **4. SAFETY SIGNS AND TRAFFIC CONTROL**

- 4.1. CONTRACTOR shall comply with all applicable laws, regulations, and standards describing traffic safety and control procedures and shall post appropriate signs, barricades, and flagmen to protect against dangers associated with CONTRACTOR's activities.

### **5. METHODS OF OPERATION**

5. CONTRACTOR shall utilize reasonable working hours when working around residences, churches, places of business, etc. CONTRACTOR shall apply to NU or NU's Project Representative in writing for approval to work outside of normal NU working times which are Monday – Friday 7:00am - 5:00pm or on NU designated holidays. Holidays observed by NU are: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and day after Thanksgiving, Christmas Eve, and Christmas Day.
- 5.1. CONTRACTOR shall abide by all local ordinances regarding restrictions on working hours. This particularly includes to noise ordinances of respective cities within the NU system.
- 5.2. CONTRACTOR shall provide to NU full information in advance as to its proposed approach to the work. NU may require CONTRACTOR to modify its approach to completion of the work, and CONTRACTOR shall promptly comply with such instructions. Neither compliance with such instructions nor failure of NU to issue such instructions shall relieve CONTRACTOR from its obligations under the Contract, including, without limitation, its obligations concerning safety, quality of work, and the rate of progress required by NU. CONTRACTOR alone shall be responsible for the safety, adequacy, and efficiency of its plant, equipment, and methods.

### **6. WORK MANAGEMENT AND SUPERVISION**

6. CONTRACTOR shall designate a duly authorized manager, superintendent, or Supervisor who shall be available during all periods of work undertaken by CONTRACTOR. The Supervisor shall be a fully qualified in the joint use inventory and attachment audit. The Supervisor shall be fully authorized to act for CONTRACTOR, to receive whatever instructions may be given by NU, and to cause compliance by all of CONTRACTOR's forces with such instructions.
- 6.1. The Supervisor or his/her assistant shall be available by telephone, cellular phone, or a two-way radio during all periods of work undertaken by CONTRACTOR.

## 7. Communications

7. General Foremen and Supervisor are required to attend an orientation meeting with NU and/or NU's Project Representative before starting ANY work on the NU system. It shall be the responsibility of the General Foremen and/or Supervisor to provide training to all CONTRACTOR crews to ensure work is completed in compliance with NU contract specifications.
- 7.1. Be aware of the limited cellular service available in certain areas, each crew must develop a method of communication.

## 8. BILLING AND PAYMENT REQUIREMENTS

8. Payment for work performed shall be billed and submitted monthly by CONTRACTOR.
- 8.1. CONTRACTOR shall invoice NU for unit work performed in full according to above.
- 8.2. ALL invoiced billings shall be submitted to:

Newport Utilities  
Attention: Accounts Payable  
P. O. Box 519  
Newport, TN 37822

And emailed to the following addresses:

Accounts Payable – [AP@newportutilities.com](mailto:AP@newportutilities.com)  
Jake Woods- [jwoods@newportutilities.com](mailto:jwoods@newportutilities.com)  
Curtis Williamson – [cwilliamson@newportutilities.com](mailto:cwilliamson@newportutilities.com)

## 9. Introduction

9. The purpose of this document is to perform Newport Utilities' (herein referred to as NU) Joint Use Inventory, Light and Equipment Audit. Vendors will be selected based upon the cost information provided and how quickly the data can be provided. Additional contract material will be provided to the selected vendors prior to awarding the project. This document outlines the project tasks and requirements that must be satisfied.

## 10. Project Description

10. NU is seeking a vendor to conduct a field audit of all joint use attachments and lights on its poles and to field verify its maps for equipment location data. Equipment is defined as all poles, pad mount transformers, pad mount enclosures, and pedestals for this audit. The vendor will be required to physically visit every NU pole within its service area, verify each joint use attachment and the company who owns it, collect information about each light and identify any equipment discrepancies of NU's map database. Each light visited will require an additional visit to nearby meter(s) on the property(s) that are determined to receive the primary benefit of the light.



10.1. The Vendor will determine how each audit is conducted. NU is most interested in receiving the joint use data as soon as practical. It is expected that the joint use, light and equipment audits will be completed either separately or together. The vendor should identify the estimated completion times for each individual audit.

### 11. Existing Databases/ Systems

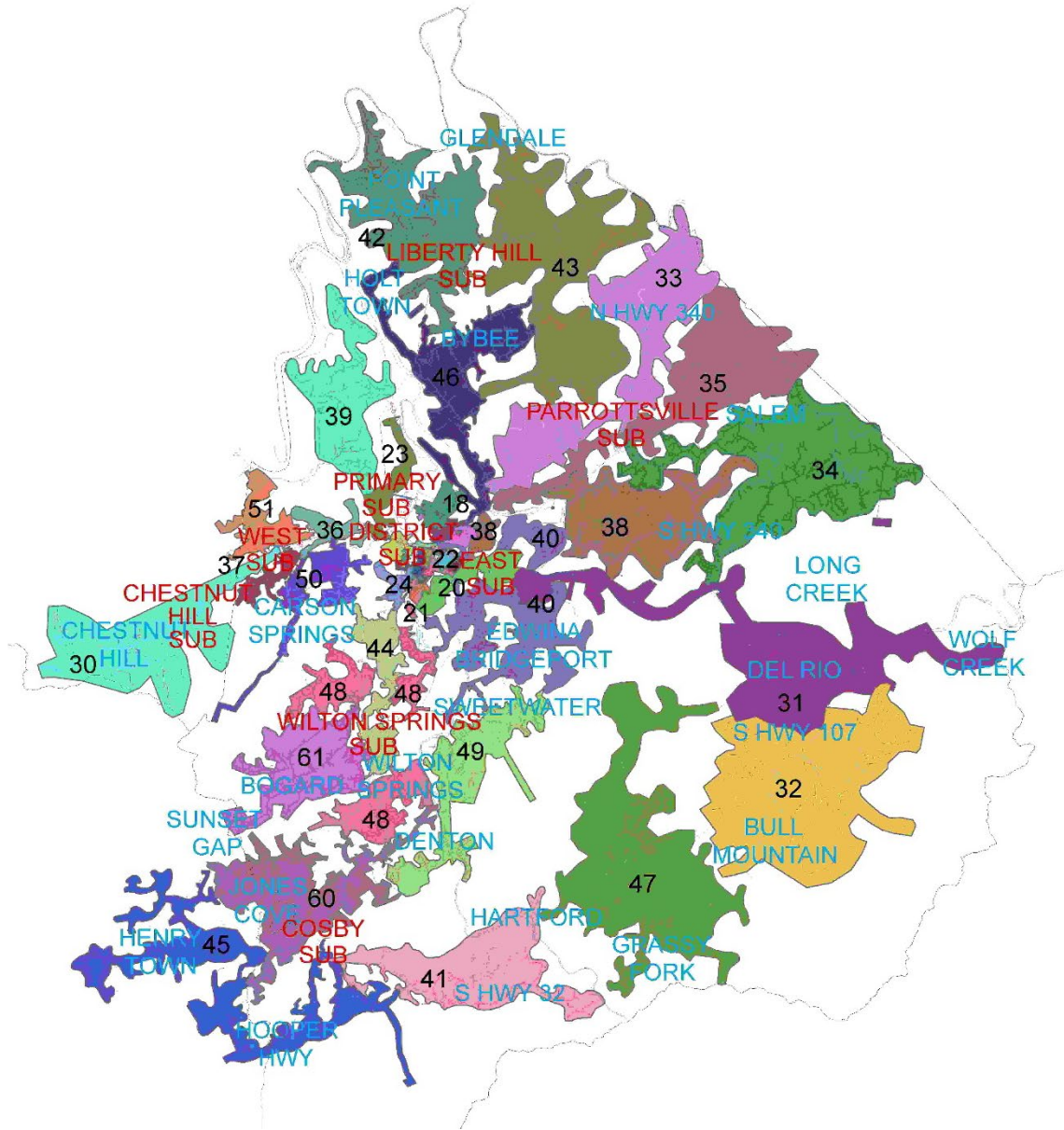
11. Vendor will contact joint users to determine location and ownership of the attachment(s). NU will make any records it has available to Vendor. NU light records are maintained in NU's Billing software.

11.1. Roadway lighting provided to various municipalities and governmental organizations is not separately identified. NU has a GIS data base of its electric system which includes pole, light and equipment locations.

### 12. NU Statistics

- Joint Use companies within the service territory:
  - AT&T
  - Charter
  - Comcast
  - Haywood (inactive and abandoned)
  - Customer owned attachments (fence, signs, meter bases, lights, bird houses, etc.)
- Approximate service area poles from GIS
  - Approximate system wide pole count 42023
  - Approximate NU owned pole count 40088
  - Approximate AT&T owned pole count 1856
  - Approximate Unknown ownership pole count 1
  - Customer owned pole count 78
  - Approximate NU owned with joint use attachments pole count 23027
- Coordinate information
  - System: State Plane
  - Datum: NAD 83 (86)
  - Zone: 4100 – Tennessee
  - Units: US Survey Foot

13. NU Electric Meter Reading Route Area Map (Majority within Cocke County, TN)



## 14. Audit Approach

14. To maintain the integrity of the data provided and allow for efficient review of the deliverables provided, the vendor will review NU's system by substation and circuit. NU has 9 substations with a total of 35 circuits to audit. The order of review will be determined by NU. NU will provide vendor with extracts of GIS information. This will allow both organizations a method to manage how the audit is completed, delivered, accepted and invoiced. For identification purposes of a joint use attachment in this audit NU considers any cable or item not belonging to NU as a joint use attachment.

## 15. Requirements

15. Vendor will communicate and cooperate with mapping and billing software vendors to provide data in a format suitable for use with batch updates or imports to existing software. Vendor will have knowledge of ESRI ArcMap software data formats. Submitted data should be georeferenced and include references to existing map features. Vendor is expected to provide both summary and detailed information regarding the differences in lighting records that exist between the billing software, mapping software, and field collected records. Vendor is expected to:

- 15.1. Notify joint-users of project and coordinate kick off meeting at NU's office.
- 15.2. Contractor shall provide two (2) weeks' notice prior to the initiation of work activities of each circuit to enable NU to sufficiently notify customers in advance of the start of the work.
- 15.3. Utilize a software application and GPS tracking devices with a minimum accuracy of 30 feet (10 meter). Utilize exports from NU's existing mapping and billing system.
- 15.4. Gather GIS/map data from as many parties as possible and develop a software inspection form.
- 15.5. Visit and visually inspect all pole and equipment locations

### 15.6. Joint Use Attachments

Visually inspect all Joint Use locations connected and collect data on the following:

- 15.6.1. Joint use attachments
- 15.6.2. Quantity of attachments
- 15.6.3. Ownership and type of the attachment
- 15.6.4. Presence of joint use guys and anchors
- 15.6.5. Unique identifier for pole (NU pole number)
- 15.6.6. Latitude/Longitude (NAD\_1983\_Stateplane\_Tennessee\_FIPS\_4100\_Feet) - [ Tennessee Geodetic Reference Network (TGRN) which is tied to the North American Datum of 1983 (NAD 83) ]
- 15.6.7. Obvious NESC code violations or unsafe conditions created by the attachment
- 15.6.8. Document attachments needing to be transferred
- 15.6.9. Stub poles (ready to pull/retire) due to an attachment transfer
- 15.6.10. Equipment belonging to Joint User (i.e., amplifier, etc.)
  - 15.6.10.1. Is equipment belonging to Joint User powered or not?
  - 15.6.10.2. If powered, collect meter number or note unmetered device.
- 15.6.11. If NU is a joint user of another utility and the pole's owner
- 15.6.12. Date and time stamp of the collection

**15.7. Outdoor Lighting**

Visually inspect all Lights connected to NU's system and collect data on the following:

- 15.7.1. Quantity of attachments
- 15.7.2. Light type according to NU specifications
- 15.7.3. Light wattage
- 15.7.4. Unique identifier for pole (NU's pole number)
- 15.7.5. Latitude/Longitude (NAD\_1983\_Stateplane\_Tennessee\_FIPS\_4100\_Feet) - [ Tennessee Geodetic Reference Network (TGRN) which is tied to the North American Datum of 1983 (NAD 83) ]
- 15.7.6. Is the light energized from the load side of (behind) a meter?
- 15.7.7. Is the light damaged?
- 15.7.7.1. Description of damage
- 15.7.8. Is the light disconnected?
- 15.7.9. Does the light burn during daylight?
- 15.7.10. Meter number of the property receiving the predominant benefit of the light.
- 15.7.10.1. If predominant benefit cannot be determined, collect the meter numbers of the properties which share benefits of the light.
- 15.7.10.2. If a meter cannot be found on the property(s) receiving the benefit, collect the pole number of the transformer serving the light.
- 15.7.11. Date and Time stamp of the collection

**15.8. Equipment**

Visually inspect and verify the location of all equipment (poles, pad mount transformers, enclosures and pedestals) connected to NU's system and collect data on the following:

- 15.8.1. Equipment locations on NU's maps
- 15.8.2. Provide Latitude/Longitude (NAD\_1983\_Stateplane\_Tennessee\_FIPS\_4100\_Feet) - [ Tennessee Geodetic Reference Network (TGRN) which is tied to the North American Datum of 1983 (NAD 83) ]for NU's equipment not on its maps
- 15.8.3. Unique identifier for equipment (NU pole number)
- 15.8.4. Identify any equipment appearing on NU's maps which no longer exists.
- 15.8.5. Identify any abandoned NU equipment not connected
- 15.8.6. Identify obvious system maintenance concerns
- 15.8.7. Identify obvious NESC code violations or unsafe conditions
- 15.8.8. Unique identifier (NU's pole number) specifically is the number physically on the equipment in the field.

## 16. NU Responsibilities

16. NU will provide a GIS data extract of its poles, lights and equipment in a format to be determined. Since there is a one-to-many relationship between the pole and its attachments, NU will most likely provide a file geo-database containing the pole data and its corresponding attachment table. Deliverables provided by vendor will be processed into GIS by NU personnel. As the need arises, NU will provide property access codes or keys for entering locked areas.

## 17. Safety Considerations

17. Occasionally the vendor will encounter safety issues or code violations. The following rules will apply:
  - 17.1. For safety issues that pose a danger to the public, the vendor's representative must notify NU immediately. Examples include leaning poles, broken crossarm(s), broken guy(s), broken ground wire(s), broken insulator(s), frayed conductor(s), fire damage, low hanging conductor(s), tree(s) encroachment, and visible equipment damage such as oil leaking from a transformer.
  - 17.2. For any field conditions that do not pose an immediate danger, but may impact system reliability, Contractor needs to notify NU.
  - 17.3. When accessing public and private property, Contractor is to maintain Company credentials visible to the public and property owner.
  - 17.4. When access to private property is not possible due to fence, pets, or other obstacles, the Contractor must communicate with property owner to request access.
  - 17.5. If Contractor has been denied admittance to private property, by owner, Contractor must contact a designated NU representative to resolve this issue.

## 18. Deliverables

18. The preferred file type for data deliveries to NU will be an Excel format and a database export with a data dictionary. The joint-use table should match NU's currently formatted table. Deliverables must include hard references (e.g., key values) to provide exports unless the exported data did not contain the records that are missing reference information.

## 19. Project Plan

19. A project plan containing tasks and dependencies must be submitted with the proposal. The project plan should indicate weekly progress reports, proposed milestones, and NU will review and input requirements. Progress reports should include percent of project complete and accuracy level achieved per delivery. NU requires that all vendor representatives performing the field work must have prior work experience in joint use audits. NU requires the resume of vendor representatives who are performing the joint use and light audit. NU requires that at least one vendor representative per field work crew must be able to openly and effectively communicate with NU's customers in order to ensure the safe and efficient operation of the project.

## 20. Reports

20. NU requires that for each delivery of field audit data, a differences/exceptions report must be included that has the total number of new attachments, lights and equipment found, as well as total number of lights and equipment removed. NU requires an Excel format file for each delivery of field audit data with an add/remove report by unique pole identifier and the attachment company or light being added or removed. Progress reports should include percent of project complete and accuracy level achieved per delivery. Once audit is completed, a revised number of attachments by company, lights by type and poles should be provided.

## 21. Acceptance Criteria

21. Vendor must validate and perform an internal review of the audited field data before delivery to NU.
  - 21.1. For a delivery to be accepted, an accuracy level of 96% or greater must be achieved.
  - 21.2. All required reports must be submitted before final acceptance is approved
  - 21.3. NU will have 90 days to review each grid report prior to acceptance

## 22. NU's Quality Assurance/ Quality Control Process

22. NU will perform sample field audits and other verification measures of the data provided prior to accepting the completed product. The product will be rejected if it fails to meet the stated 96% or greater accuracy level.

## 23. Miscellaneous

23. Vendor must identify a Project Manager Lead in the proposal response who will be NU's primary contact for all phases of the project to be completed.
  - 23.1. NU will provide a single point of contact for day-to-day communication and reporting.
  - 23.2. NU will review and provide feedback on accepted deliveries and adhere to the mutually agreed timelines for feedback and acceptance.
  - 23.3. NU will have a dedicated team to support the vendor team.

DOCUMENT 1-1

NON-EXCLUSIVE JOINT USE INVENTORY & ATTACHMENT AUDIT CONTRACT

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ between, Newport Utilities, party of the first part, hereinafter called "NU" and \_\_\_\_\_,

having its principal offices at \_\_\_\_\_, and registered to do business in the State of Tennessee, party of the second part, hereinafter called "CONTRACTOR".

Witnesseth, that for and in consideration of the covenants and agreements hereinafter mentioned, to be performed by the parties hereto, and the payment hereinafter agreed to be made, it is mutually agreed as follows:

- 1. CONTRACTOR agrees to furnish all supervision, labor, tools, transportation, equipment, and materials necessary to perform a joint use inventory & attachment audit, as directed by NU, and in accordance with the bid specification (Document 1).
- 2. CONTRACTOR agrees to secure all permits and licenses of a temporary nature necessary for the prosecution of the work to be performed hereinafter and to pay all charges and fees required for such permits and licenses.
  - A. CONTRACTOR agrees to obtain consent or permission for the necessary work from the property owner or public authorities having ownership or control over property parcel. Whenever permission to do any work cannot be obtained, such work shall not be done, and all such omissions shall be reported to NU. NU will seek a mutual agreement to resolve the issue.
- 3. CONTRACTOR agrees to perform all work to the complete satisfaction of NU and in accordance with all municipal, county, state and other local laws, ordinances, and regulations applicable to said work. All work shall be performed in accordance with standards outlined in Document 1 for such work and in accordance with such of the following as may be applicable:
- 4. CONTRACTOR agrees that its personnel and equipment shall meet requirements of Document 1, and all work shall be done, and all complaints handled by CONTRACTOR with due regard for NU's public relations.

5. CONTRACTOR agrees that complaints of any nature received from property owners or public authorities shall receive immediate attention and that all efforts shall be made to effect a prompt adjustment. All complaints, and any action taken by CONTRACTOR in connection with such complaints, shall be reported to NU.

A. It is understood that CONTRACTOR does not represent NU and has no authority to obligate NU for any payment or benefit of any kind to any person.

6. CONTRACTOR agrees to abide by all laws pertaining to traffic control by keeping the necessary guards and protective devices at locations where work is being performed to prevent accidents or damage to the property of NU or the public.

7. CONTRACTOR agrees to secure from NU information as to the nature of the circuits involved in all cases before work is commenced. It is understood by and between the parties that the electric circuits of NU are to continue in normal operation during work, and the CONTRACTOR is to provide and use all protective equipment necessary for the protection of CONTRACTORS'S employees and to guard against interfering with the normal operation of said circuits.

8. CONTRACTOR agrees to indemnify, save harmless, and defend NU, and or the City of Newport, Tennessee, their agents, officers, servants, employees and insurers from and against any and all liability for loss, damage, or expense which NU may suffer or for which NU may be held liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of CONTRACTOR or any of its representatives or employees in the execution of the work to be performed thereunder.

9. CONTRACTOR shall maintain throughout the term of this Contract statutory worker's compensation insurance and policies of liability insurance covering the risk assumed in performance of work under this Contract. General liability insurance shall be maintained during the term of this Contract and shall have minimum policy limits of \$1,000,000 for personal injury to or death of any one person, and \$2,000,000 aggregate for any one accident. Vehicle insurances limits shall be \$1,000,000 each occurrence and aggregate \$1,000,000. The general liability and vehicle insurance shall have minimum policy limits at \$1,000,000 for property damage. NU shall be listed as an additional insured under all such policies.

10. This agreement shall be binding upon the parties hereto and their heirs, executors, administrators, and assigns.



11. This agreement is not intended to constitute an agreement of hiring under the provisions of any workmen’s compensation or unemployment compensation law, and old age benefit law, or any similar law, and it shall not be so construed. CONTRACTOR agrees to accept full and exclusive liability for the payment of contributions or taxes imposed under such laws by the Federal and/or State Government which are measured by remuneration paid to CONTRACTOR’S employees.
  
12. Should CONTRACTOR fail to carry out the work to the satisfaction of NU, or to comply with any of the provisions of this agreement, NU may terminate this Contract upon twenty-four (24) hours written notice to CONTRACTOR.
  
13. The provisions of this agreement shall apply only to any work specifically requested from time to time by NU.

In witness whereof, the parties hereto have caused this agreement to be executed in duplicate by their proper officers thereunto duly authorized the day and year first above written.

\_\_\_\_\_ BY: \_\_\_\_\_  
 (Company Name) (Authorized Representative)

\_\_\_\_\_ \_\_\_\_\_  
 (Company Address) (Title)

\_\_\_\_\_ BY: \_\_\_\_\_  
 (Company Name) (Authorized Representative)

BY: \_\_\_\_\_  
 (NU Authorized Representative)

Document 2  
NEWPORT UTILITIES POLE AUDIT  
CONTRACTOR BID PACKAGE  
2022

## INFORMATION FOR BIDDERS

Bids will be received for Joint Use Inventory and Attachment Audit by Newport Utilities Board (NUB) until 2:00pm local time, on October 17, 2022 and then at said time publicly opened and read aloud. NUB reserves the right to reject any and/or all bids.

**Bids will not be sent to or accepted from those contractors who do not meet the qualifications set forth by NUB.**

### Description of Work:

Contractor shall provide all supervision, labor, materials, equipment and incidentals as required to perform a joint use inventory and attachment audit of the Newport Utilities service area described on this bid form.

NUB's proposed schedule for this Project is as follows:

- A. Contractor invitation on September 15, 2022.
- B. Facilitate pre-bid meeting & circuit map pick up at 2:00pm on September 26, 2022 at NU Operations Center located at 1419 West Highway 25-70, Newport, TN 37821. **Attendance Required**
- C. Questions due by October 11, 2022.
- D. Bid opening at 2:00pm on October 17, 2022 at NU Main Office, 170 Cope Blvd, Newport TN
- E. Notice of award on October 27, 2022.
- F. FY23 Electric Capital Budget approval on June 30, 2022
- G. Audit work to commence on March 1, 2023.

Each Bid must be submitted in a sealed envelope and addressed to:

**Newport Utilities**

**Attention John Johnson**

**Pole Audit Bid 2022 Enclosed**

**170 Cope Boulevard**

**Newport, TN 37821**

**Newport Utilities**

**Attention John Johnson**

**Pole Audit Bid 2022 Enclosed**

**P.O. Box 519**

**Newport, TN 37822**

Each sealed envelope containing a Bid must contain **two (2) copies** of a proposal utilizing the "**BID RESPONSE FORMS**", which contain: **Exhibit 1, Document 2**, "NEWPORT UTILITIES POLE AUDIT CONTRACTOR BID PACKAGE 2022", **Attachment 1**, "NU CONTRACTOR Agreement OSHA 1910" and **Attachment 2**, "Newport Utilities CONTRACTOR Safety Document", attached to this Specification. Each copy shall be signed and all copies shall be sealed in an envelope with the following on the outside: Contract Tree Trimming and Power Line Clearance, CONTRACTOR's **Name and Tennessee State CONTRACTOR's License No.**, or the bid shall not be accepted (T.C.A. 62-6-119).

## **AUDIT EXECUTION, DESCRIPTION AND BID SHEETS**

- A. All poles shall be audited, and invoiced before June 30<sup>th</sup>, 2023. Contractor shall provide two (2) weeks' notice prior to the initiation of audit activities on each circuit to enable NU to sufficiently notify customers in advance of start of the work. If the Contractor is awarded multiple circuits, NU or NU's Project Representative will provide the order in which the circuits shall be completed.
- 1. Contractor(s) shall not begin work without NUB approval.
- B. Contractor shall provide due diligence regarding the completion of work on time specified. If Contractor will not be able to finish work on the time specified, Contractor shall provide a written request for consideration of extension to NU Project Representative. Consideration for extension shall be at the sole discretion of NU. NU shall not be considered mandated to grant extension request. Work not completed on time may be subject to \$500 per calendar day charges as liquidated damages for delay. Charges as liquidated damages for delay shall be administered at final billing for given work.

All pricing should be a firm, fixed and per unit. Unit is defined as per pole.

Vendor must clearly state all assumptions made for the proposal.

The proposal should include separate deadline for completion of each audit separately.

1. Joint Use Attachments:

Price per Unit: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

2. Lighting Inventory:

Price per Unit: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

3. Equipment Inventory:

Price per Unit: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

BUSINESS NAME OF BIDDER (PRINT)

\_\_\_\_\_

NAME & TITLE OF BIDDER (PRINT)

\_\_\_\_\_

SIGNATURE & DATE

\_\_\_\_\_

DOCUMENT 2-1

**NON-EXCLUSIVE JOINT USE INVENTORY AND ATTACHMENT AUDIT CONTRACT**

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ between, Newport Utilities, party of the first part, hereinafter called "NU" and

\_\_\_\_\_ /

having its principal offices at \_\_\_\_\_, \_\_\_\_\_, and registered to do business in the State of Tennessee, party of the second part, hereinafter called "CONTRACTOR".

Witnessth that for and in consideration of the covenants and agreements hereinafter mentioned, to be performed by the parties hereto, and the payment hereinafter agreed to be made, it is mutually agreed as follows:

1. CONTRACTOR agrees to provide two (2) weeks' notice prior to the initiation of audit activities on each circuit to enable NU to sufficiently notify customers in advance of start of the work.
2. CONTRACTOR agrees to the stipulations provided in this document on when work may begin and when awarded multiple circuits.
3. CONTRACTOR agrees to \$500 per calendar day charge as liquidated damages for delay unless extension is granted by NU or NU Representative. Charges as liquidated damages for delay shall be administered at final billing for given work.

In witness whereof, the parties hereto have caused this agreement to be executed in duplicate by their proper officers thereunto duly authorized the day and year first above written.

\_\_\_\_\_ BY: \_\_\_\_\_

(Company Name)

(Authorized Representative)

\_\_\_\_\_

(Company Address)

(Title)

\_\_\_\_\_ BY: \_\_\_\_\_

(Company Name)

(Authorized Representative)

BY: \_\_\_\_\_

(NU Authorized Representative)

EXHIBIT 1

**BID RESPONSE FORM AND PROPOSAL  
FOR NON-EXCLUSIVE CONTRACT JOINT USE INVENTORY AND ATTACHMENT AUDIT**

Name of Bidder: \_\_\_\_\_

Full Address of Bidder (Street, P.O. Box, City, State, Zip):

\_\_\_\_\_  
\_\_\_\_\_

Form of Business Organization (Proprietorship, Partnership, Corporation): \_\_\_\_\_

If Incorporated or a Limited Liability Company, State of Formation: \_\_\_\_\_

If Partnership, Full Names of all Partners: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If Proprietorship, Full Name of Owner: \_\_\_\_\_

Bidder's Phone Number: \_\_\_\_\_

Bidder's Fax Number: \_\_\_\_\_

Bidder's Federal Tax I.D. Number: \_\_\_\_\_

Bidder's Tennessee State CONTRACTOR's Number and Expiration Date: \_\_\_\_\_

\_\_\_\_\_

Name of Bidder's Authorized Representative Completing Bid: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Handwritten Initials of Authorized Bidder: \_\_\_\_\_

Name of Bidder's Primary Contact: \_\_\_\_\_

Title of Bidder's Primary Contact: \_\_\_\_\_

Phone Number of Bidder's Primary Contact: \_\_\_\_\_

EXHIBIT 1-A  
**BID RESPONSE FORM AND PROPOSAL  
FOR NON-EXCLUSIVE CONTRACT JOINT USE INVENTORY AND ATTACHMENT AUDIT**

**BIDDER:** \_\_\_\_\_

**AGREEMENT TO CONTRACT AND SPECIFICATION TERMS**

1. INITIAL ALL VALID OPTION(S):

- \_\_\_\_\_ A. Bidder agrees to all terms of the Bid Specifications, **Document 1**
- \_\_\_\_\_ B. Bidder agrees to all terms of the Bid Specifications, **Document 2**
- \_\_\_\_\_ C. Bidder objects to one or more terms of the Bid Specifications, **Document 1**, and **Document 2**, and has attached a full explanation of such objection(s).

2. INITIAL ALL VALID OPTION(S):

- \_\_\_\_\_ A. Bidder agrees to all terms of the Contract form attached to the Bid Specifications as **Document 1-1**.
- \_\_\_\_\_ B. Bidder agrees to all terms of the Contract form attached to the Bid Specifications as **Document 2-1**.
- \_\_\_\_\_ C. Bidder objects to one or more terms of the Contract form attached to the Bid Specifications as **Document 1-1**, and **Document 2-1**, and has attached a full explanation of such objection (s) and offered alternative language.

Bidder:

\_\_\_\_\_

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Attested By:

\_\_\_\_\_

Title:

\_\_\_\_\_



## Attachment 1

### **Newport Utilities Contractor Safety Agreement** 3/11/2019

Rev 1

As per OSHA 1910.119(h), this paragraph applies to contractors performing maintenance or repair, turnaround, major renovation, or specialty work on or adjacent to a covered process. It does not apply to contractors providing incidental services which do not influence process safety, such as janitorial work, food and drink services, laundry, delivery or other supply services.

#### **1910.119(h)(3)**

Contract employer responsibilities.

#### **1910.119(h)(3)(i)**

The contract employer shall assure that each contract employee is trained in the work practices necessary to safely perform his/her job.

#### **1910.119(h)(3)(ii)**

The contract employer shall assure that each contract employee is instructed in the known potential fire, explosion, or toxic release hazards related to his/her job and the process, and the applicable provisions of the emergency action plan.

#### **1910.119(h)(3)(iii)**

The contract employer shall document that each contract employee has received and understood the training required by this paragraph. The contract employer shall prepare a record which contains the identity of the contract employee, the date of training, and the means used to verify that the employee understood the training.

#### **1910.119(h)(3)(iv)**

The contract employer shall assure that each contract employee follows the safety rules of the facility including the safe work practices required by paragraph (f)(4) of this section.

#### **1910.119(h)(3)(v)**

The contract employer shall advise the employer of any unique hazards presented by the contract employer's work, or of any hazards found by the contract employer's work.

#### **1910.119(i)(2)(i)**

Construction and equipment is in accordance with design specifications;

#### **1910.119(i)(2)(ii)**

Safety, operating, maintenance, and emergency procedures are in place and are adequate;

**Attachment 1**

**Newport Utilities Contractor Safety Agreement**

Rev 1

3/11/2019

**1910.119(i)(2)(iii)**

For new facilities, a process hazard analysis has been performed and recommendations have been resolved or implemented before startup; and modified facilities meet the requirements contained in management of change, paragraph (l).

**1910.119(i)(2)(iv)**

Training of each employee involved in operating a process has been completed. By signing this document you have been instructed by one of the following: A Newport Utilities Representative and/or Newport Utilities Safety Manager of your role in conducting business in a safe manner. Newport Utilities follows the guidelines set forth by the American Public Power Association and a copy has been given to you as a guide to follow while conducting said business at any of its facilities.

**Company Name:**

**Signature:**

**NU Department Head:**

Company Name:	Signature:	NU Department Head:

## ATTACHMENT 2

### CONTRACTOR / VISITOR SAFETY REQUIREMENTS

#### 1.0 PURPOSE

To inform contractors/visitors at Newport Utilities of potential hazards and their responsibilities to assure a safe workplace.

This Safety and Health Guideline summarizes contractor/visitor responsibilities. Consult the Safety Department if unsure of a procedure or if more information is required

#### 2.0 SCOPE

This guideline applies to all contractors/visitors entering or working on NU property or jobs. Anyone observed NOT adhering to the proper work rules, procedures and/or not wearing the proper Personal Protective Equipment, will be asked to Stop Work and/or leave NU premises.

#### 3.0 DEFINITIONS

- **Visitor** – any person entering NU property for the purpose of observing, meeting, or performing non-work (hands off) activities.
- **Contractor** – any person, contracted by NU, entering NU property to perform work on equipment or systems.
- **Sub-Contractor** – any person contracted by a contractor to perform work on NU equipment and/or related systems.
- **SHG** – Safety and Health Guideline.
- Unit – based on per pole

## ATTACHMENT 2

### CONTRACTOR / VISITOR SAFETY REQUIREMENTS

#### 4.0 RESPONSIBILITY

Responsible Group/Individual	Responsibilities
<i>Contractor / Visitor</i>	Adhere to all rules and procedures. Obtain and wear proper Personal Protective Equipment for the work task. Report unsafe conditions, near misses, first aids and other incidents to Newport Utilities. Maintain all required training and equipment inspection documentation on site as required.

#### 5.0 Contractor Training

- Before performing any work for NU, each contractor must go through a Contractor Training Class, which will provide the contractor with a NU Contractor badge. The contractor must contact the Safety Manager to schedule this training prior to the beginning of work. There are three categories of personnel subject to different requirements. These categories are:
  - **Substation Contractors** - require an additional Sub Station Awareness training.
  - **Visitors** – No training required
  - **Delivery Drivers** – No training required

#### 6.0 SAFETY and HEALTH

- Contractors / Visitors must comply with all Newport Utilities, State, and Federal Safety and Health requirements while on-site.

## ATTACHMENT 2

### CONTRACTOR / VISITOR SAFETY REQUIREMENTS

- All contract personnel performing work must have available a copy of their respective Company Safety and Health guidelines.
- Contractors must provide first aid equipment and medical treatment for their employees.
- Contractors working on/or around Public Roads are required to have proper signage and if Flagging Traffic, must be trained to do so and wear applicable Hi Vis Clothing.
- The NU Safety Department can be reached by dialing extension 3869, 423-613-1144, 423-963-3476 or 312 on the radio. After hours contact 423-963-3476.
- No personnel will work more than 16 consecutive hours within a 24-hour period without NU management approval.

#### 7.0 PERSONAL PROTECTIVE EQUIPMENT

- Personal Protective Equipment ("PPE") will be provided by the contractor for their personnel as the job requires.
- Hard hats, safety glasses, and protective footwear are to be worn at all times.
- Any additional PPE required for a particular work task is required to be worn.

#### 8.0 EMERGENCY RESPONSE

- **Emergency Notification Call: 911**, Report your name and Company, exact address/location, and a description of the incident.
- Inform Health Safety & Security Contact, Department Manager.

#### 9.0 SECURITY

- All persons and vehicles entering and exiting the facility are subject to search. Equipment, toolboxes, and lunch boxes are also included.

## ATTACHMENT 2

### CONTRACTOR / VISITOR SAFETY REQUIREMENTS

- Children under 18 or adult visitors without business reasons will NOT be allowed in certain areas unless written approval is given by the General Manager.
- The activities listed below are forbidden and will not be engaged in while in the NU facility:
  - Unauthorized operation of any valves, controls, or equipment
  - Stealing
  - Horseplay and fighting
  - Any additional inappropriate conduct as deemed by Newport Utilities

Company: \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Prospective Vendor Information

**Jordan Lyon**

Operations Supervisor  
Pike Engineering, LLC  
200 Cobb Pkwy North, Suite 428  
Marietta, GA 30062  
T: 777-857-7805  
M: 470-433-3968  
Email: [JLyon@pike.com](mailto:JLyon@pike.com)  
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Sales & Business Development  
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M:  
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website: [www.geoforceutilitytech.com](http://www.geoforceutilitytech.com)

**Joey D. Johnson**

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4350 Main Street, Suite 207  
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T: 704-455-3988  
M:  
Email:  
Website:

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M:  
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website: [www.osmose.com](http://www.osmose.com)

**Doug Stanford**

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M: 770-633-5503  
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Website: [www.byers.com](http://www.byers.com)

Spartan Utility Services  
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Chandler, TX 75758  
T: 903-849-2692  
M:  
email: [Steve.staines@spartan.us.com](mailto:Steve.staines@spartan.us.com)  
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