



REQUEST FOR PROPOSALS

CITY OF CLEARWATER, FLORIDA

RFP NO. 36-14

Notice is hereby given that the City of Clearwater will be receiving sealed proposals at the City's Purchasing Division, 100 South Myrtle Avenue, Clearwater, FL 33756 for:

Consulting and Maintenance Services for Operating a Cathodic Protection System in a Natural Gas Distribution System

PROPOSAL DUE DATE: MONDAY, SEPTEMBER 15, 2014, 10:00 AM EDT

The City is seeking experienced and qualified firms that demonstrate the highest level of ability, professionalism and expertise. Six (6) copies and one (1) electronic copy of each proposal shall be submitted in a sealed envelope and plainly marked: "RFP No. 36-14, Consulting and Maintenance Services for Operating a Cathodic Protection System in a Natural Gas Distribution System"

Issued at Clearwater, Florida, this 22nd day of August, 2014.

Prepared By:
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Operations Manager
Clearwater Gas System
400 N Myrtle Ave
Clearwater, FL 33755

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INTRODUCTION

The City of Clearwater (“City” or “Owner”), d/b/a Clearwater Gas System (“CGS”), owns and operates a natural gas distribution system (“System”) within portions of Pinellas and Pasco County, Florida. CGS has approximately 850 miles of distribution gas mains that operates between 8 – 60 PSI and serves approximately 18,500 natural gas customers over a 330 square mile service territory. Proposals are now sought from qualified companies (“Consultant”) to provide consulting and maintenance services for operating a cathodic protection (CP) system within a natural gas distribution system.

CGS generally serves natural gas to north Pinellas County (i.e., north of Ulmerton Rd) and Southwest Pasco County (Pinellas/Pasco county line to State Rd 52 and Ehren Cutoff Rd). In addition, CGS serves the beach communities from Clearwater down to Redington Beach. CGS only has metallic distribution gas mains and service lines in Pinellas County. Below is a general breakdown of our distribution gas mains & service lines, taken from the Pipeline and Hazardous Materials Safety Administration (PHMSA) annual distribution report.

2013 PHMSA 7100-1.1 Annual Report

	STEEL				DUCTILE IRON	COPPER	CAST/ WROUGHT IRON	PLASTIC	OTHER	TOTAL
	UNPROTECTED		CATHODICALLY PROTECTED							
	BARE	COATED	BARE	COATED						
MILES OF MAIN	28.400	0.000	0.000	160.600	0.000	0.000	8.700	654.200	0.000	851.900
NO. OF SERVICES	3643.000	0.000	0.000	2778.000	0.000	0.000	0.000	18434.000	0.000	24855.000

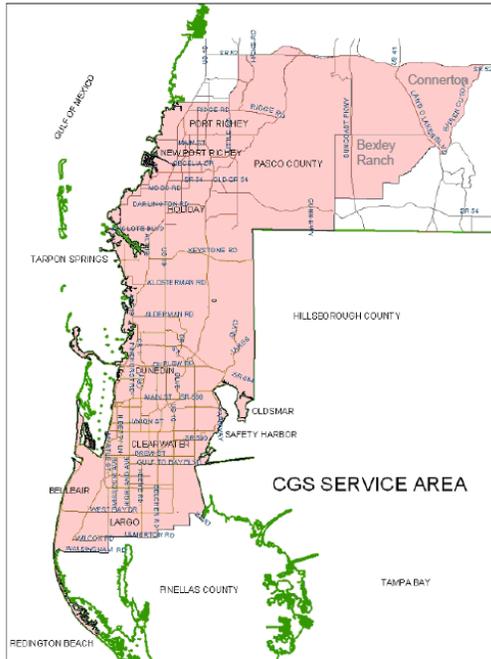
Additional information, such as GIS shapefiles, depicting the exact location of our main & service lines can be made available upon request.

CLEARWATER GAS SYSTEM - OVERVIEW

(A DEPARTMENT OF THE CITY OF CLEARWATER)

SERVING THE COMMUNITY ENERGY NEEDS FOR 91 YEARS

(SINCE 1923)



KEY SERVICE CHARACTERISTICS & DATA

- NATURAL & PROPANE GAS SERVICE
- GAS APPLIANCE SALES & SERVICE
- INSTALLATION OF INSIDE CUSTOMER GAS PIPING
- DOMESTIC AND COMMERCIAL GAS APPLIANCE & EQUIPMENT SERVICE
- 330 SQUARE MILES OF SERVICE TERRITORY
- 850 MILES OF MAIN PIPELINES
- SERVE 20 MUNICIPAL AREAS:

BELLEAIR	INDIAN ROCKS BEACH	PINELLAS PARK (LP)
BELLEAIR BEACH	INDIAN SHORES	PORT RICHEY
BELLEAIR BLUFFS	LARGO	REDINGTON BEACH
BELLEAIR SHORE	MADEIRA BEACH (LP)	REDINGTON SHORES
CLEARWATER	NEW PORT RICHEY	SAFETY HARBOR
DUNEDIN	NORTH REDINGTON BEACH	SEMINOLE (LP)
	OLDSMAR	TARPON SPRINGS

AND UNINCORPORATED NORTHERN PINELLAS & SOUTHWESTERN & CENTRAL PASCO COUNTIES:

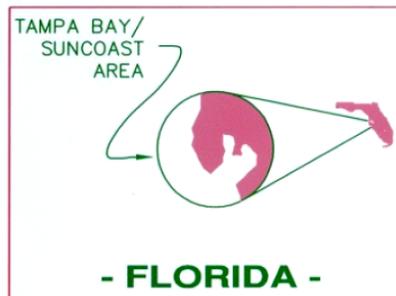
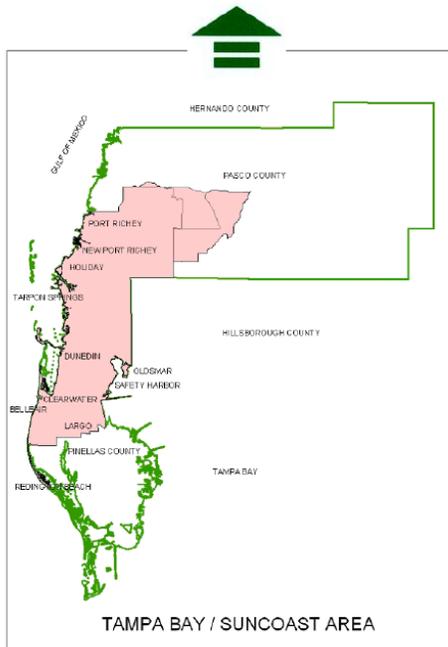
PINELLAS COUNTY

- AREAS SERVED
- CRYSTAL BEACH
 - EAST LAKE
 - FEATHER SOUND (LP)
 - HARBOR BLUFFS
 - HIGHPOINT
 - OZONA
 - PALM HARBOR

PASCO COUNTY

- AREAS SERVED
- ANCLOTE
 - BEXLEY RANCH
 - CONNERTON
 - ELFERS
 - HOLIDAY
 - LAND O' LAKES
 - MOON LAKE
 - ODESSA
 - SERENOVA
 - TRINITY

- 20,500 CUSTOMERS
- 83 EMPLOYEES
- \$38.3 MILLION ANNUAL OPERATING REVENUES
- 12,455 MMBTU/DAY PEAK DEMAND (1/9/2010)
- 12,000 MMBTU/DAY PEAK CONTRACT DEMAND
- SUPPLIER: FLORIDA GAS TRANSMISSION (FGT)



Last Updated: 5/2/2014

OBJECTIVES

CGS's main objective is to receive zero (0) violations from the Florida Public Service Commission inspector for the 2015 annual audit. The Consultant should work directly with our CP employees to provide the guidance and applicable training to achieve this goal in the upcoming and future years.

PROJECT BACKGROUND

In July 2014, the Florida Public Service Commission (FPSC) conducted their annual evaluation of CGS's cathodic protection system. Part of the cathodic protection system was surveyed and results indicated portions of it were not electrically continuous (i.e., electrical short) or had depleted anodes that did not meet the National Association of Corrosion Engineers (NACE) negative 0.85V criteria. In addition, their evaluation found several record keeping/documentation items that need to be modified in order to be compliant with the FPSC.

PROJECT APPROACH

The project team will be composed of the Consultant and employees of the CGS's Cathodic Protection section. The Consultant will field test the entire Cathodic Protection system and evaluate the current conditions. This will include:

- Test and verify for the presence of current protection in the system that have monitoring stations,
 - Recommend the addition of monitoring stations, where required.
 - Remove, or reclassify, monitoring stations not necessary
 - Evaluate all steel casings in CGS's distribution system and determine the vitality of monitoring stations
- Testing of insulating joints to ensure that they are functioning as intended and are not shorted
 - Recommend additional insulating joints where needed to allow the system to be more manageable and troubleshooting friendly
- Determine if the system is electrically isolated from other metallic structures, as originally designed
- Compare the results of field tests to NACE criteria for appropriate cathodic protection
- Indicate if any repairs are necessary prior to final corrective action measures
- Cost evaluation shall be provided for all corrective action measures (i.e., transitional & final repair work)
- CGS will determine the amount of corrective action work be performed by the Contractor vs. internal CGS crews
- Consultant should provide a methodology for long-term documentation of cathodic protection records

PROJECT MANAGEMENT

Consultant will provide Project Management services during the system evaluation portion of the project. Specific tasks may include:

- Consultant Project Management
- A Project Kickoff Meeting
- Monthly Progress Meetings
- Monthly Reports Completed
- Quality Assurance/Quality Control Implementation
- Maintenance of a Decision Log

Consultant will ensure continuous responsibility of the project in terms of staffing, budget, schedule and scope; promote communication within the project team and document key decisions.

SUMMARY OF SERVICES

In general, this section outlines the types of services expected of the Consultant to support the cathodic protection needs of CGS. The Consultant services provided may include, but are not limited to, the following:

- Conduct a full audit of CGS's CP system for mains and service lines
 - Inspect all CGS compliance records/documentation, related to corrosion control, for proper compliance as required by the Code of Federal Regulations, Title 49, Part 192 and the FL Administrative Code chapter 25-12
- Evaluate all test station locations (conduct both field inspections & office reviews)
- Determine solutions to correct low voltage readings at test stations (i.e., locations that don't meet the minimum voltage requirements of -0.850 V)
- Evaluate the quantity, operational ability & locations of our existing rectifier stations
- Provide a written report that outlines all corrective actions measures needed in order to comply with Federal and State regulations
- Provide a cost estimate for a Consultant to perform all corrective action measures, to include labor & materials
- Make recommendations to enhance operational efficiency of existing CP system
 - Evaluate the need for electronic records vs. paper based report
 - Training/Coaching of CGS's Cathodic Protection employees
- Provide an Executive Summary of the Evaluation report

In addition, the proposal shall contain the following sections:

- A. Project overview
- B. Detailed project approach
- C. Related Projects & References
- D. Consultant team
- E. Project schedule
- F. Conflicts of interest
- G. Propriety information
- H. Staff estimate
- I. Solicitation of Sub-consultants, Subcontractors, other service providers and suppliers
- J. Employment Practices
- K. Cost information
- L. Contract Documents

A. PROJECT OVERVIEW (15 points)

Provide a narrative description of the project based on the scope of work and proposed schedule presented in this Request for Proposal (RFP). CGS will assess participating Consultants' understanding of the project based on the overview.

B. DETAILED PROJECT APPROACH (15 points)

Provide a detailed description of the proposed approach to the project as described herein. The description shall include details to implement the tasks described in the Summary of Services and any recommended revisions to the list of tasks. The approach should recognize, address and provide for resolution of all aspects of the project.

C. PROJECT COST (20 points)

Consultants shall provide an hourly rate schedule for consultant personnel to be billed to the project and identify all other costs to be billed to the project. Include any adjustments that are predicted to occur during the life of the project.

D. RELATED PROJECTS & REFERENCES (20 points)

Provide a minimum of three (3) similar projects the firm and the proposed team have completed. The description of each project should include the year(s) during which the work was performed and a description of process design components. The firm's role in the project should also be

described (pre-design, design construction management, etc., and prime Consultant, Subconsultant, etc.). For references, include the name, title, and phone number of the primary contact person for each project listed.

E. CONSULTANT TEAM (20 points)

The proposed Consultant team shall be identified including project manager, project engineer, and other key personnel. The percentage of time devoted to this project for all personnel shall be stated. A Consultant team organization diagram shall be included. A resume of each team member shall be included in the appendix. Each resume should include a description of relevant projects. Any proposed Subcontractors shall be identified; tasks assigned and experience included similarly to the firm’s own project personnel.

F. PROJECT SCHEDULE (10 points)

A project schedule for completion of the project shall be submitted with the proposal. All major outputs and meetings shall be included on the schedule, including time allocations. Time shall be allocated for CGS review.

G. CONFLICTS OF INTEREST

Firms submitting proposals in response to this RFP must disclose to CGS any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided under the Agreement for services to be awarded pursuant to this RFP. If a firm has no conflicts of interest, a statement to that effect shall be included in the Proposal.

H. PROPRIETARY INFORMATION

Firms submitting proposals to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary.

I. STAFF ESTIMATE

Provide a City staff estimate of time for each task to permit CGS the opportunity to determine the level of detail and the number of management, engineering, technical, drafting and support personnel hours envisioned for each task. Estimates of hours for each staff classification shall be provided for each task.

J. SOLICITATION OF SUBCONSULTANTS, SUBCONTRACTORS, OTHER SERVICE PROVIDERS AND SUPPLIERS

If the prime Consultant intends to solicit sub-proposals and/or quotes for certain tasks on this project from qualified Sub-consultants, Subcontractors, other service providers and suppliers, CGS expects the prime Consultant to solicit qualified firms in the local business community for such services and supplies. The solicitation conducted should be as broad as possible to reasonably provide opportunities for and encourage relationship building with qualified minority and women-owned firms, and small and local business in Pinellas County. The Consultant shall not illegally discriminate in the solicitation process. Substitution of any Sub-consultants, Subcontractors, other service providers and suppliers identified in the agreement shall not be made without the written consent of CGS.

K. EMPLOYMENT PRACTICES

Consultants shall provide a summary of their firm’s employment policies and procedures, including any equal employment opportunity and affirmative action policies. Also, include a brief summary outlining the present composition of your work force.

L. CONTRACT DOCUMENTS

Consultant will provide a draft agreement for CGS to review. Agreement should include all services as described in this RFP.

PROPOSAL SUBMITTAL

Six (6) copies of the proposal and one (1) electronic copy shall be submitted to:

If submitted by mail:

Alyce Bengé, CPPO
Purchasing Manager
Purchasing Division of the City of
Clearwater
P.O. Box 4748
Clearwater, Florida 33758

If submitted in person:

Alyce Bengé, CPPO
Purchasing Manager
Purchasing Division of the City of
Clearwater
100 South Myrtle Avenue
Clearwater, FL 33756

Note: All copies must be submitted and received by the Purchasing Division no later than 10:00 AM EDT on Monday, September 15, 2014.

SELECTION COMMITTEE

The Selection Committee will consist of a minimum of five (5) employees from certain departments within the City of Clearwater. The Committee will choose the top two (2) or three (3) proposers, based on initial evaluation scoring of the RFP submittals, for a scheduled presentation in Clearwater. RFP submittals and presentations will be scored based on the criteria below:

<u>Proposal Evaluation Criteria</u>	<u>Maximum Points</u>
1. Project Overview	15
2. Detailed Project Approach	15
3. Project Cost	20
4. Related Projects & References	20
5. Consultant Team	20
6. Project Schedule	10
	<hr/> Total 100

The Consultant will be selected in accordance with the Proposal Evaluation Criteria identified above. A final recommendation will be made by the selection panel, based on the technical review and evaluation of the proposal and presentation. Negotiations will occur with the responsible Consultant who provides the best overall response to the requirements of this RFP. The selection of the Consultant and the negotiated Contract will be presented to our City Council for approval. Written notification of the outcome of the selection process will be mailed to all Consultants who submitted a proposal.

Proposers shall not be entitled to payment for any expenses incurred in the preparation of its proposal.

TENTATIVE SCHEDULE

The following is a proposed schedule for this project. If participating Consultants find that the schedule needs to be modified, indicate such in your proposal.

Milestone Dates

Request for Proposal (issued)...	Aug 22
Proposals Due.....	Sept 15
Proposal Review & Evaluation..	Sept 16 – 26
Presentations	Sept 29 – Oct 3
Consultant Selected.....	Oct 6
Contract Negotiation.....	Oct 6 – Oct 17
City Council Approval.....	Nov 6
Provide work schedule.....	Nov 10

Issue Report, including cost estimate for corrective action measures – **February 2015**

FAMILIARITY WITH LAWS

Each consultant shall be responsible for full and complete compliance with, and by submitting a proposal certifies that it is familiar with, all federal, state and local laws, ordinances, rules and regulations.

RFP INQUIRIES AND ADDENDA

Each proposer shall examine all RFP documents and shall judge all matters relating to the adequacy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification, or additional information pertaining to the RFP shall be made in writing a minimum of five (5) working days prior to the due date specified herein to City's Purchasing Manager, Alyce Benge, CPPO, at P.O. Box 4748, Clearwater, FL 33758-4748; or Fax (727) 562-4635. Facsimiles must have a cover sheet which shall include, at a minimum, the proposer's name, address, RFP Number, number of pages transmitted, phone number, and facsimile number. Inquiries may also be emailed to Alyce.Benge@MyClearwater.com.

Neither City nor CGS shall be responsible for oral interpretations given by any City or CGS employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information may be given. If any addenda are issued to this RFP, City/CGS will attempt to notify all proposers who have secured the same. It shall be the responsibility of each proposer, however, to contact City's Purchasing Manager at (727) 562-4633 to determine if any addenda were issued and to make such addenda a part of the proposal prior to the submission of a proposal.

APPROPRIATIONS CLAUSE

City, as a governmental entity, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow the continuation of its performance in accordance with the terms and conditions of the Agreement for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which the Agreement shall remain in effect. Upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of the Agreement, City/CGS shall provide prompt written notice of such event. Effective thirty (30) days after giving such notice or upon the expiration of the period of time for which the funds were appropriated, whichever occurs first, City/CGS shall thereafter be released of all further obligations in any way related to the Agreement.

PUBLIC ENTITIES CRIME STATEMENT

Pursuant to Florida Statute 287-132-133, effective July 1, 1989, the City of Clearwater, as a public entity, may not accept any proposal from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, F.S., for Category Two (currently \$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from

the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), F.S. If you submit a proposal in response to this request, you are certifying that Florida Statute 287.132 and 287.133 does not restrict your submission.

BID SECURITY

Each proposer/bidder must deposit a bid bond in the amount of ten percent (10%) of the total annual cost referenced in the Proposal, made payable to the City of Clearwater, which sum will serve as bid security and will be forfeited to the City of Clearwater as liquidated damages in the event an award is made and the contract and bonds are not promptly and properly executed as required. All proposals may be held for a period of **60** days after receipt. All certified checks, except those accompanying the two (2) or three (3) lowest bids, will be returned by certified mail to the unsuccessful bidders within fourteen (14) days after the date of the bid opening. (If the signing of the contract be deferred for a period exceeding two (2) weeks, and the second low bidder desires to substitute a bid bond for his certified check and the bid bond fully guarantees his bid, he shall be permitted to do so). The certified checks accompanying the proposals selected for presentations will be returned within three (3) days after the Owner and the successful bidder have executed the contract. In the event no contract award is made within the time limit specified, each certified check or bid bond will be returned upon the demand of the proposer.

DRUG-FREE WORKPLACE REQUIREMENTS

In order to comply with Florida Statutes, all proposers will be required to complete a Drug Free Workplace form (F.S. 287.087).

Preference will be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied proposers have a drug-free workplace program.

In addition, the Contractor agrees that it has in place, or will implement a **Drug and Alcohol Training and Testing Program** for their employees that comply with the requirements of the United States Department of Transportation, Title 49, Pipeline Safety Regulations, Part 199. The contractor will also furnish quarterly statistical reports to CGS to show active compliance during term of contract.

The Contractor further agrees to allow access to its property and records by the Human Resources Director, or appointed designee, of the City of Clearwater. The Contractor will permit representatives of state or federal agencies who monitor the compliance of Drug and Alcohol rules/regulations access to its property and records. The contractor shall furnish quarterly statistical reports to the Operations Coordinator during term of contract.

Said program shall provide pre-employment, random, for cause and post accident drug training and testing (alcohol for cause testing) for all of its employees as required by Federal regulations and who are assigned to perform services for Clearwater Gas System.

The contractor shall attest in writing, the following:

1. That the contracting firm has an agreement with a drug testing laboratory certified by HHS/NIDA and an alcohol testing facility;
2. The name and address of the Medical Review Officer retained by the contractor for the drug and alcohol testing program;
3. That all employees of the contractor have been drug tested pre-employment; and
4. That all employees covered by the US Department of Transportation Regulation 199 receive random, for cause and post accident drug testing and alcohol testing for cause pursuant to such regulation.

Prior to doing any work for CGS, the vendor will submit a copy of their current Drug and Alcohol Testing Policy. This policy should be included in their Proposal.

OPERATOR QUALIFICATION

Contractor employees and their subcontractors must meet the requirements and intent of the Code of Federal Regulations (CFR) 49 Part 192.801, 192.803, 192.805, 192.807 and 192.809 relating to “**Operator Qualification**” with mandatory knowledge, skill and abilities, training to be completed by **November 30, 2014**. The contractor must state in writing that their Operator Qualification plan is in conformance with the intent of Federal Operator Qualification Regulations and is at least equal to and applicable to Clearwater Gas System’s ASME B31Q Operator Qualification Plan. OQ and all Training Documentation shall be furnished upon request. The Contractor’s Operator Qualification Plan must also explain how their employees have the ability to identify and react to natural gas related Abnormal Operating Conditions that may be encountered while working on the gas pipeline facility. Contractor Employee Operator Qualification, Knowledge, Skill and Ability records will be kept for a 5 year period.

BID PROTEST PROCEDURE

Any actual or prospective proposer who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaints by contacting the Purchasing Manager.

NO CORRECTIONS CLAUSE

Once a proposal is submitted, the City/CGS shall not accept any request by any proposer to correct errors or omissions in any proposal submitted.

RETENTION/DISPOSAL OF RFP'S CLAUSE

City/CGS reserve the right to retain all proposals submitted for official record purposes and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this RFP and all attached exhibits, unless clearly and specifically noted in the Agreement between City/CGS and the selected proposer.

City/CGS also reserves the right to securely dispose of any or all copies of proposals. No copies of proposals will be returned to the proposer.

LEGAL NAME CLAUSE

Proposals shall clearly indicate the legal name, address and telephone number of the proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and the title of the signer shall be indicated. To constitute a valid proposal, the signer must have authority to bind the proposer to the submitted proposal.

OPENNESS OF PROCUREMENT CLAUSE

Written proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to the RFP, shall be handled in compliance with Chapters 119 and 286 of Florida Statutes. Neither the City nor CGS shall give any assurance as to the confidentiality of any portion of any proposal once submitted.

NO COLLUSION CLAUSE

By offering a submission to the RFP, the proposer certifies that the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal whatsoever. Also, the proposer certifies, and in case of joint competitive proposal each party thereto certifies as to its own organization, that in connection with the competitive proposal:

- a) any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other proposer or with any competitor;

- b) any price and/or cost data quoted for this competitive proposal have not been knowingly disclosed by the proposer, directly or indirectly to any other proposer or competitor, prior to the scheduled award of the contract;
- c) no attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a competitive proposal for the purpose of restricting competition;
- d) the only person or persons interested in this competitive proposal, principal or principals is/are named therein and no person, other than those named therein, has any interest in this competitive proposal or in the Agreement to be entered into; and
- e) no person or agency has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial agencies maintained by the proposer for the purpose of doing business.

QUALIFICATIONS OF VENDORS

The Owner may make such investigations as necessary to determine the ability of the vendor to perform the work, and the vendor shall furnish to the Owner any additional information and financial data for this purpose as the Owner may require. If such an investigation fails to satisfy the Owner that the vendor is properly qualified to complete the work described in the "Specific Requirements" section of the RFP, the proposal may be rejected. In the event the vendor fails, refuses, or neglects to submit the requested additional information within ten (10) days of the date of any request for submission, the vendor's proposal guarantee (Bid Security) shall be forfeited to the use of the Owner, not as a penalty, but as liquidated damages.

In addition to qualifications previously set forth, no proposal will be considered unless the bidder, whether resident or non-resident of Florida, is properly qualified to submit a proposal in accordance with all applicable laws of the City, Pinellas County, and the State of Florida.

EXECUTION OF CONTRACT

The vendor to whom the contract is awarded must, within ten (10) calendar days following Notice of Award, substitute the bid security for a surety performance and payment bond in the amount of thirty per centum (30%) of the annual contract price of the work, conditioned that the vendor will faithfully perform all work of this contract and promptly pay for all materials furnished and labor supplied or performed in the execution of all work. All bonds and insurance shall be issued by companies authorized to transact business in the State of Florida.

If the bidder to whom the contract is awarded fails to give bonds or execute the contract within the time specified, the amount of the proposal guarantee shall be forfeited to the Owner, not as a penalty but as liquidated damages.

TIME OF COMPLETION

The successful vendor shall commence work under contract on a date to be specified in a written contract from the Owner or his authorized representative. The time of completion for this contract will be **twelve (12) months from contract execution**. The Contractor shall have at least two (2) weeks notice of this commencement date and shall fully complete the work described in the Contract and specifications listed in vendor's proposal, prior to the completion date.

If the Contractor fails to commence work within two (2) weeks of the announcement of the official starting date, this shall be just cause for the annulment of the contract.

INSURANCE REQUIREMENTS

The Vendor shall, at its own cost and expense, acquire and maintain (and cause any Contractors and Subcontractors to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better and licensed or eligible to do business in the State of Florida. Specifically the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

1. **Commercial General Liability Insurance** including but not limited to, premises operations, products/completed operations, products liability, contractual liability, independent Vendors, personal injury and advertising injury, in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and \$2,000,000 products/completed operation aggregate.
2. **Commercial Automobile Liability Insurance** for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 combined single limit.

3. Statutory **Workers' Compensation Insurance** in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$100,000 each employee each accident, \$100,000 each employee by disease and \$500,000 aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage should include Voluntary Compensation and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, Contractors, and Subcontractors, if any.
4. **Professional Liability/Malpractice/Errors or Omissions Insurance** coverage appropriate for the type of business engaged in by the Vendor with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.
5. If the Vendor is using its own property or the property of City in connection with the performance of its obligations under this Agreement, then **Property Insurance** on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody and control of others is required.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

Other Insurance Provisions:

1. The City must be specifically included as an "Additional insured" on the Commercial Liability Insurance, Commercial Auto Liability Insurance, and Professional Liability policies listed above, and as a "Loss Payee" on Vendor's Property Insurance policy, if applicable to the project per the above.
2. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s), the Vendor will furnish the City with a Certificate of Insurance evidencing the coverage's set forth above and naming

the City as an “Additional Insured” with endorsement on the Vendor’s Commercial General Liability Insurance, Commercial Auto Liability Insurance, and Professional Liability Insurance policies listed above, and as a “Loss Payee” on the Vendor’s Property Insurance policy, if applicable to the project per the above. In addition when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The addresses where such certificates and certified policies shall be sent or delivered is as follows:

City of Clearwater
Attn: Clearwater Gas Services
P.O. Box 4748
Clearwater, FL 33758-4748

3. Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
4. Vendor’s insurance as outlined above shall be primary and non-contributory coverage for Vendor’s negligence.
5. Vendor shall defend, indemnify, save and hold the City harmless from any and all claims, suits, judgments and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly including legal fees, court costs, or other legal expenses.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City and/or State of Florida, and failure to request evidence of this insurance shall not be construed as a waiver of Vendor’s obligation to provide the insurance coverage specified.

INFORMALITY WAIVING/BID REJECTIONS CLAUSE

City/CGS may reject a proposal if:

- a) The proposer misstates or conceals any material facts in the proposal; or
- b) The proposal does not strictly conform to the law or requirements of the RFP.

The City of Clearwater reserves the right to waive any informalities or to accept or reject any or all proposals in part or in total and award the contract in the best interest of the City.

PROPOSAL SUBMITTAL CERTIFICATION

TO: City of Clearwater (d/b/a Clearwater Gas System)

The following proposal is submitted in accordance with RFP #36-14, inviting proposals to be received until **Monday, September 15, 2014**, for the “**Consulting and Maintenance Services for Operating a Cathodic Protection System Within a Natural Gas Distribution System**”.

Having carefully examined the RFP document and being familiar with the various conditions of the work, the undersigned herein agrees to furnish all materials required and to perform all labor necessary to satisfactorily complete such work.

Accompanying this proposal is a Certified or Cashier's Check or Bid Bond in the amount of ten percent (10%) of the proposal cost total drawn upon the _____ BANK and made payable to the City of Clearwater, to serve as bid security.

The undersigned hereby certifies that this proposal is genuine and not sham or collusive, or made in the interest or in behalf of any person, firm, or corporation not herein named and that the undersigned has not directly or indirectly induced or solicited any other bidder to submit a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

ATTEST:

Bidder's Business Name

Corporate Secretary

By: _____
Officer (or Principal)

Title

AFFIX CORPORATE SEAL,
if a corporation

Business Address:

Business City/State/Zip Code

Business Telephone Number