

CONTRACT

This CONTRACT made and entered this ____ day of April, 2019, by and between the **CITY OF CLEARWATER, FL (d/b/a Clearwater Gas System)**, a municipal corporation of the State of Florida, 400 North Myrtle Avenue, Clearwater, FL, hereinafter called "CGS", and **OLAMETER DPG, LLC**, having hereinafter called the "CONTRACTOR".

WITNESSETH:

That the parties to this contract each in consideration of the undertakings, promises and agreement on the part of the other herein contained, do hereby undertake, promise and agree as follows:

The Contractor, and his or its successor, assigns, executors or administrators, in consideration of the sums of money as herein after set forth to be paid by CGS and to the Contractor, shall and will at their own cost and expense perform all labor, furnish all materials, tools, electronics, devices and equipment for the following:

"Natural Gas Distribution Main & Service Line Locating"
As defined in **Bid 21-19** in the amount of **\$600,000**

In accordance with such proposal and such other special provisions and drawings, if any, which will be submitted by CGS, together with any advertisement, instructions to bidder, general conditions, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of CGS, the provision of the services including but not limited to those services as described in Invitation to Bid #21-19, attached hereto as Exhibit "A" and incorporated herein ("Detailed Specifications").

If the Contractor should fail to comply with any of the terms, conditions, provisions or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then CGS, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein. CGS shall recover all costs of such remedial action from the contractor for their failure to perform.

THE CONTRACTOR AND HIS OR ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST CGS AS A RESULT OF THE CONTRACTOR'S ACTIVITIES OR RELATED DEFICIENCIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD CGS FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST CGS OR THE CONTRACTOR OR THE CONTRACTOR'S SUB-CONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB-CONTRACTOR, AGENT SERVANTS OR EMPLOYEES. UNLESS SUCH CLAIMS ARE A RESULT OF THE CITY'S NEGLIGENCE. NOTHING HEREIN SHALL BE CONSTRUED TO WAIVE OR MODIFY THE PROVISIONS OF SECTION 768.28, FLORIDA STATUTES, OR THE DOCTRINE OF SOVEREIGN IMMUNITY.

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

1. The initial term of this agreement shall begin April 1, 2019 and terminate on March 31, 2020. Thereafter, this agreement may be renewed for two (2), one-year term extensions. Any amendment must be made in writing and agreed to by both parties.
2. The Contractor agrees to receive the compensation/rates stated in the bid proposal "Detailed Specifications", in full compensation for furnishing material, tools, equipment and labor necessary to perform Locate Services within CGS's Service Territory. CGS and Contractor agree that there are no minimum requirements for purchase in this Agreement; the Contractor, for such consideration, shall be responsible for all claims, causes of action,

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loss or damages arising out of the nature of the work aforesaid or from any action of the elements; or from any unforeseen obstruction or difficulties which may be encountered of every description connected with the work, and furnishing the materials, until their final completion and acceptance. UNLESS SUCH CLAIMS ARE A RESULT OF THE CITY'S NEGLIGENCE. NOTHING HEREIN SHALL BE CONSTRUED TO WAIVE OR MODIFY THE PROVISIONS OF SECTION 768.28, FLORIDA STATUTES, OR THE DOCTRINE OF SOVEREIGN IMMUNITY. Any increase or decrease in compensation shall be effective only when incorporated in a written amendment to this Contract, executed by the Parties hereto.

3. To prevent disputes, it is agreed by and between the parties to this Contract that CGS or its authorized representative shall in all cases determine the quality and quantity of the work to be paid for under this Contract, and CGS shall determine questions in relation to lines, levels and dimensions of work.
4. Payment shall be made in accordance with provisions as outlined. Contractor shall render invoices and statements to CGS on a monthly basis. Each statement shall be paid under the guidelines of FL State Statute 218 (Florida Prompt Payment Act).

Mail Invoices To: Clearwater Gas System
Attn: Accounts Payable
400 N. Myrtle Ave
Clearwater, FL 33755

5. The Contract Documents shall consist of all sections contained in Bid 21-19, attached hereto as Exhibit A. All of which are familiar to the Contractor and which are hereby incorporated herein by reference.
6. This agreement, together with these documents, forms the contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.
7. Contractor shall at all times furnish adequate tools, testing supplies, appliances, equipment, a sufficient number of properly OQ certified skilled workmen (as defined in the ITB), and a sufficient amount of materials and supplies of proper quality to efficiently and promptly prosecute the work provided for herein and shall promptly pay for all material purchased and shall pay all workmen each week, and if required by CGS, shall obtain and furnish CGS weekly with signed receipts from all workmen showing the date of payment, the amount paid, number of hours paid for, the days on which said work was performed, the classification of the labor so paid, and the rate of wage per hour paid and shall supply CGS weekly with two (2) copies of the payroll verified by an affidavit. Contractor shall, as often as requested by CGS, furnish a sworn statement showing all parties who furnished labor or materials to the Contractor, with their names and addresses and the amount due or to become due each. A like statement may be required from any subcontractor of the Contractor.
8. 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 April 1, 2019. 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. **Failure to provide proof of Operator Qualification compliance, and successful maintenance will disqualify the bidder from performance of the awarded bid. Training records shall be made available to CGS for auditing.**
9. 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. **A copy of the Alcohol and Drug Testing**

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Program has been included in the response to the Invitation to Bid. The contractor will also furnish quarterly statistical reports to CGS to show active compliance.

10. Should the Contractor default in any of the provisions of this contract and CGS employs an attorney to enforce or construe any provision hereof or to collect damages for breach of the agreement or to recover on any bonds provided for herein, the Contractor and/or his surety agree to pay CGS such reasonable attorney's fees as CGS may expend therein. As against the obligations contained herein, the Contractor and his surety waive all rights of exemption.
11. The undersigned Contractor has carefully reviewed and familiar all contract documents, and is responsible for having heretofore, or shall be responsible at such time as it becomes necessary, examined the location and route of all proposed work, and is satisfied as to the character of said route, the location of surface and underground obstructions and nature thereof, the nature of the ground water table conditions and other physical characteristics of the work and the work site in order that he may include in the price which he has bid and the price of this contract all costs pertaining to the work.
12. This contract shall not be construed for or against any party because that party wrote it.
13. The Contractor and CGS for themselves, their heirs, executors, administrators, successors, and assigns, hereby agree to the full performance of the covenants herein contained. Assignment by the Contractor of any portion or all of this Contract or Contractor's obligations and rights under this Contract shall not be effective without the written or email consent of CGS, which, may be withheld at CGS's discretion.
14. In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision 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. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
15. The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.
16. It is mutually agreed between the parties hereto that time is of the essence of this contract, particularly in light of the mandatory timeframes as set forth in Florida Statute 556 (Underground Facility Damage Prevention and Safety Act), as may be amended from time to time, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that CGS may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which CGS has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract or CGS may terminate this Contract immediately, being obligated to Contractor only for compensation duly earned for work completed, minus any amounts provided for in this paragraph.
17. It is further mutually agreed between CGS and the Contractor that if, any time after the execution of this contract and the surety bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that CGS shall at any time deem the surety or sureties upon such performance bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at its own expense, within ten (10) days after receipt of written, or email, notice from CGS to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to CGS. If such an event occurs, no further payment shall be made to the

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Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

18. NOTICES AND CHANGES OF ADDRESS

Any notice requires or permitted to be given by the provisions of this Contract shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered, or emailed, to such party at the contact information as indicated below (or at such other address as such party shall specify to the other party in writing/email), or on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

COMPANY INFO

Clearwater Gas System (CGS)

Name

Bob Jaeger_____

Name

Title

Operations Coordinator_____

Title

Address:

**400 N Myrtle Ave
Clearwater, Florida 33755**

Telephone #

727-562-4900_____

Telephone #

Facsimile #

727-562-4902_____

Facsimile #

Email: _____

Email: bob.jaeger@clearwatergas.com

19. TERMINATION OF CONTRACT

If Contractor shall fail to fulfill any of its obligations hereunder, this Contract shall be in default, the City may terminate the Contract, and Contractor shall be paid only for work completed.

20. CONFORMANCE WITH LAWS

Contractor agrees to comply with all applicable federal, state and local laws during the life of this Contract, including but not limited to Florida Statute 556 under which a material portion of this Contract will be fulfilled.

21. GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in Pinellas County, Florida.

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IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Contract, in duplicate, the day and year first above written.

(CONTRACTOR SEAL)

OLAMETER DPG, LLC

By: _____
Name:
Title:

Witness for the Contractor

Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretekos
Mayor

By: _____
William B. Horne, II
City Manager

APPROVED AS TO FORM:

ATTEST:

Laura Mahony
Assistant City Attorney

By: _____
Rosemarie Call
City Clerk



INVITATION TO BID

Natural Gas Distribution Main and Service Line Locating Services #21-19

January 15, 2019

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Clearwater (City) until **10:00 A.M., Local Time, February 19, 2019** to provide **Natural Gas Distribution Main and Service Line Locating Services**.

Brief Description: The Clearwater Gas System (CGS) seeks qualified bidders to provide all labor, materials, incidental items and equipment necessary for Natural Gas Distribution Main and Service Line Locating Services.

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda are available for download at:

<http://www.myclearwater.com/business/bid-information>

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

General, Process or Technical Questions concerning this solicitation should be directed, IN WRITING, to the following Procurement Analyst:

Valerie Craig
Procurement Analyst
Valerie.Craig@myclearwater.com

This Invitation to Bid is issued by:

Alyce Benge, CPPO, C.P.M.
Purchasing Manager
Alyce.Benge@myclearwater.com

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i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Purchasing Buyer as indicated. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.

i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who register on the City website when downloading solicitations no less than seven (7) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their bid.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.

i.3 **VENDOR CONFERENCE / SITE VISIT:** ☐ Yes ☒ No
Mandatory Attendance: ☐ Yes ☒ No

If so designated above, attendance is mandatory as a condition of submitting a bid. The conference/site visit provides interested parties an opportunity to discuss the City's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

Date: February 19, 2019

Time: 10:00 A.M. (Local Time)

The City will open all bids properly and timely submitted, and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the City website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, bids are available for inspection by contacting Purchasing. .

i.5 **BID FIRM TIME:** 90 days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.

i.6 **BID SECURITY:** ☐ Yes ☒ No

If so designated above, a bid security in the amount specified must be submitted with the bid. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, or cashier's check payable to the City of Clearwater (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such bid security shall be forfeited to the City of Clearwater should the bidder selected fail to execute a contract when requested.

PERFORMANCE SECURITY: ☒ Yes: equal to the annual bid amount

If required herein, the Contractor, simultaneously with the execution of the Contract, will be required to furnish a performance security. The security may be submitted in one-year increments and in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, cashier's check or money order payable to the City of Clearwater (personal and company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. If the Contractor fails or refuses to fully comply with the terms and conditions of the contract, the City shall have the right to use all or such part of said security as may be necessary

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to reimburse the City for loss sustained by reason of such breach. The balance of said security, if any, will be returned to Contractor upon the expiration or termination of the contract.

- i.7 **SUBMIT BIDS TO:** Use label at the end of this solicitation package

City of Clearwater
Attn: Purchasing
100 S Myrtle Ave, 3rd Floor, Clearwater FL 33756-5520
or
PO Box 4748, Clearwater, FL 33758-4748

Bids will be received at this address. Bidders may mail or hand-deliver bids. E-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Clearwater, its employees or agents for premature opening of a bid that is not properly addressed and identified.

- i.8 **LATE BIDS.** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Clearwater, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Clearwater, Florida local times. The bidder agrees to accept the time stamp in the City Purchasing Office as the official time.

- i.9 **COMMENCEMENT OF WORK.** If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.

- i.10 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page one (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.

- i.11 **FORM AND CONTENT OF BIDS.** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that an electronic copy of the bid be submitted. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.

- i.12 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name, product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

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- i.13 **MODIFICATION / WITHDRAWAL OF BID.** Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.
- i.14 **DEBARMENT DISCLOSURE.** If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.
- i.15 **RESERVATIONS.** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.16 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- i.17 **COPYING OF BIDS.** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.
- i.18 **CONTRACTOR ETHICS.** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.
- To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:
- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
 - b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
 - c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.19 **GIFTS.** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The City may request product samples from vendors for product evaluation.
- i.20 **PROTESTS AND APPEALS.** If a Respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected

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proposal is not in the City's best interests, the Respondent may submit a written protest. All protests and appeals are governed by the City of Clearwater Purchasing Policy and Procedures. If any discrepancy exists between this Section and the Purchasing Policy, the language of the Purchasing Policy controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than five (5) business days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within ten (10) business days of the alleged violation of the applicable purchasing ordinance. The complete protest procedure can be obtained by contacting Purchasing.

ADDRESS PROTESTS TO:

Alyce Benge, CPPO, C.P.M.

Purchasing Manager

100 S Myrtle Avenue, 3rd Floor

Clearwater, FL 33756-5520

or

PO Box 4748

Clearwater, FL 33758-4748

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- i.20 **EVALUATION PROCESS.** Bids will be reviewed by Purchasing and representative(s) of the respective department(s). The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.21 **PRESENTATIONS/INTERVIEWS.** The bidder must provide a formal presentation/interview upon request.
- i.22 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three (3) categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria to be considered further.
- a) **Responsiveness.** The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
 - b) **Responsibility.** The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
 - c) **Price.** We will then evaluate the bids that have met the requirements above.
- i.23 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- i.24 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.25 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to Purchasing's website. **It is the bidder's responsibility to check the City of Clearwater's website at <https://www.myclearwater.com/bid> to view relevant bid information and notices.**
- i.26 **BID TIMELINE. Dates are tentative and subject to change.**
Release ITB: January 15, 2019
Advertise Tampa Bay Times: January 16, 2019
Bids due: February 19, 2019
Review bids: February 19 - 24, 2019
Award recommendation: February 24, 2019
Council authorization: March 17, 2019
Contract begins: April 2019

STANDARD TERMS AND CONDITIONS

- S.1 **DEFINITIONS.** Uses of the following terms are interchangeable as referenced: “vendor, contractor, supplier, proposer, company, parties, persons”, “purchase order, PO, contract, agreement”, “city, Clearwater, agency, requestor, parties”, “bid, proposal, response, quote”.
- S.2 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor’s employees, not City employees. Accordingly, Contractor and Contractor’s employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers’ compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
- S.3 **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.4 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City’s written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.5 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.6 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
- S.7 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.8 **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.9 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties’ obligations under this Agreement.
- S.10 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City’s satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

STANDARD TERMS AND CONDITIONS

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- (i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").
 - (ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - (iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - (v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

- S.11 **SALES/USE TAX, OTHER TAXES.** Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

- S.12 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

STANDARD TERMS AND CONDITIONS

- S.13 **OPENNESS OF PROCUREMENT PROCESS.** Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this Invitation to Bid (ITB), shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the City pursuant to this ITB are exempt from public disclosure until such time that the City provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meeting. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Rosemarie Call, phone: 727-562-4092 or Rosemarie.Call@myclearwater.com, 112 S. Osceola Ave., Clearwater, FL 33756.

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

STANDARD TERMS AND CONDITIONS

contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

- S.14 **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- S.15 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

STANDARD TERMS AND CONDITIONS

- S.16 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
- S.17 **DEFAULT.**
- a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with the City's Purchasing Policy and Procedures Manual.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
- S.18 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
- S.19 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

STANDARD TERMS AND CONDITIONS

- S.20 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- S.21 **TERMINATION FOR CONFLICT OF INTEREST Florida Statutes Section 112.** Pursuant to F.S. Section 112, the City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.22 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
- S.23 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
- S.24 **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
- S.25 **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
- S.26 **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.
- Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

STANDARD TERMS AND CONDITIONS

- S.27 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
- S.28 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
- S.29 **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
- S.30 **USE OF NAME.** Contractor will not use the name of the City of Clearwater in any advertising or publicity without obtaining the prior written consent of the City.
- S.31 **PROHIBITED ACTS.** Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.
- S.32 **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
- S.33 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- S.34 **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
- S.35 **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
- S.36 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

STANDARD TERMS AND CONDITIONS

- S.37 **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- S.38 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
- S.39 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Florida government agencies, including the Tampa Bay Area Purchasing Cooperative. Under a Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Florida with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
- Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.
- S.40 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
- S.41 **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.42 **GOVERNING LAW, VENUE.** This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.
- S.43 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.44 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.45 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

STANDARD TERMS AND CONDITIONS

- S.46 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

DETAILED SPECIFICATIONS

- 1. INTRODUCTION.** The City of Clearwater (City) is located on the West Coast of Florida in the Tampa Bay region. It is the third largest city in the region with an estimated population of 110,000 residents. The City of Clearwater is a major tourist destination – Clearwater Beach was recently rated #1 U.S. Beach by *TripAdvisor*, previously named “Florida’s Best Beach Town 2013” by USA Today, and was on the “Top Ten List of Best Beaches from Maine to Hawaii”. The City of Clearwater is home to the Philadelphia Phillies Spring Training and Clearwater Threshers Minor League Baseball and hosts several sports tournaments through the year that attract visitors from across the country. Clearwater is home for Winter the Dolphin and the Clearwater Marine Aquarium. Winter’s story has made it all the way to Hollywood in the motion pictures “Dolphin Tale” and “Dolphin Tale 2”, both filmed here in Clearwater.
- 2. BACKGROUND.** Clearwater Gas System (CGS) is owned and operated as an enterprise natural gas utility by the City of Clearwater. It currently has over 950 miles of underground gas main and handles the supply and distribution of both natural and propane (LP) gas throughout Northern Pinellas County and Western Pasco County. As a mid-size utility company serving more than 25,000 customers, CGS is recognized as a leader in the natural and propane gas industry. CGS is regulated for safety by the Florida Public Service Commission and the Federal Pipeline Hazardous Material Safety Administration. Since 1923, CGS has provided clean, safe, reliable, economical gas service to the Florida Suncoast Community which it is privileged to serve. CGS prides itself in being a competitive and public service-minded utility provider.

Below is some general information on our distribution system, along with a company profile.

A. HISTORICAL LOCATING SERVICE UTILIZATION:

<u>LOCATE TICKETS FROM JANUARY 2018 – DECEMBER 2018</u>					
County	Miles of Main	Number of Service Lines	Sunshine Tickets		
			Received	Located	Emergency Located
Pinellas	764	17,598	31,864	5,869	804
Pasco	222	6,686	17,709	6,415	248
Total	986	24,284	49,573	12,284	1,052

Additional information, such as GIS shapefiles, depicting the exact location of our main and service locations can be made available to the awarded vendor.

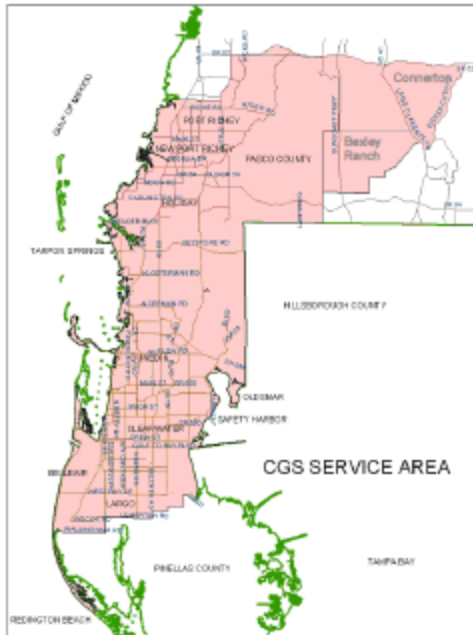
B. CLEARWATER GAS SYSTEM – OVERVIEW:

It is recommended that Bidder review the proposed work area and become familiar with local conditions which may in any manner affect the work to be performed, or affect the equipment, materials, and labor required. The Bidder shall carefully evaluate the service area and the specifications, conditions, and requirements of this contract. No additional allowances shall be made because of lack of knowledge of any site conditions.

CLEARWATER GAS SYSTEM - OVERVIEW

(A DEPARTMENT OF THE CITY OF CLEARWATER)

SERVING THE COMMUNITY ENERGY NEEDS 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
- 970 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

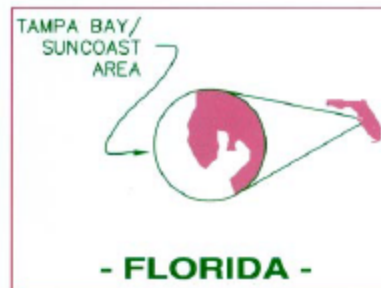
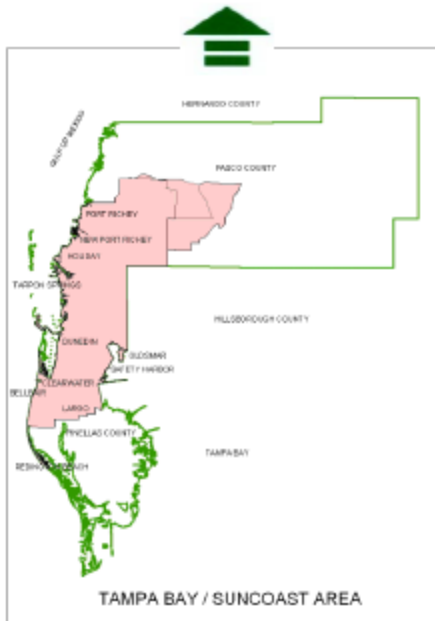
CRYSTAL BEACH
EAST LAKE
FEATHER SOUND (LP)
HARBOR BLUFFS
HIGHPOINT
OZONA
PALM HARBOR

PASCO COUNTY

AREAS SERVED

ANCLOTE
BENLEY RANCH
CONNERTON
ELFERS
HOLIDAY
LAND O' LAKES
MOON LAKE
ODESSA
SERENOVA
TRINITY

- 24,900 CUSTOMERS
- 110 EMPLOYEES (BUDGETED)
- \$42 MILLION ANNUAL OPERATING REVENUES
- 12,814 MMBTU/DAY PEAK DEMAND (1/18/18)
- 12,000 MMBTU/DAY PEAK CONTRACT DEMAND
- SUPPLIER: FLORIDA GAS TRANSMISSION (FGT)



Last Updated: 12/21/2018

DETAILED SPECIFICATIONS

C. U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration 2017, PHMSA 7100-1.1 Annual Report

2.MILES OF MAINS IN SYSTEM AT END OF YEAR											
MATERIAL	UNKNOWN	2" OR LESS	OVER 2" THRU 4"	OVER 4" THRU 8"	OVER 8" THRU 12"	OVER 12"	SYSTEM TOTALS				
STEEL	0	75.8	26.3	52.8	0	0	154.9				
DUCTILE IRON	0	0	0	0	0	0	0				
COPPER	0	0	0	0	0	0	0				
CAST/WROUGHT IRON	0	.9	0	0	0	0	.9				
PLASTIC PVC	0	0	0	0	0	0	0				
PLASTIC PE	0	630.2	96.0	71.6	0	0	797.8				
PLASTIC ABS	0	0	0	0	0	0	0				
PLASTIC OTHER	0	0	0	0	0	0	0				
OTHER	0	0	0	0	0	0	0				
RECONDITIONED CAST IRON	0	0	0	0	0	0	0				
TOTAL	0	706.9	122.3	124.4	0	0	953.6				
Describe Other Material:											
3.NUMBER OF SERVICES IN SYSTEM AT END OF YEAR					AVERAGE SERVICE LENGTH: 100						
MATERIAL	UNKNOWN	1" OR LESS	OVER 1" THRU 2"	OVER 2" THRU 4"	OVER 4" THRU 8"	OVER 8"	SYSTEM TOTALS				
STEEL	0	2065	53	4	0	0	2122				
DUCTILE IRON	0	0	0	0	0	0	0				
COPPER	0	0	0	0	0	0	0				
CAST/WROUGHT IRON	0	0	0	0	0	0	0				
PLASTIC PVC	0	0	0	0	0	0	0				
PLASTIC PE	0	21503	1433	9	0	0	22945				
PLASTIC ABS	0	0	0	0	0	0	0				
PLASTIC OTHER	0	0	0	0	0	0	0				
OTHER	0	0	0	0	0	0	0				
RECONDITIONED CAST IRON	0	0	0	0	0	0	0				
TOTAL	0	23568	1486	13	0	0	25067				
Describe Other Material:											
4.MILES OF MAIN AND NUMBER OF SERVICES BY DECADE OF INSTALLATION											
	UNKNOWN	PRE-1940	1940-1949	1950-1959	1960-1969	1970-1979	1980-1989	1990-1999	2000-2009	2010-2019	TOTAL
MILES OF MAIN	0	63	54	54	59	78	116	215	185	129.6	953.6
NUMBER OF SERVICES	0	1164	262	1680	2605	4017	2907	2304	4021	6107	25067

DETAILED SPECIFICATIONS

3. **SCOPE OF WORK.** The Awarded Bidder (Vendor) shall provide underground facility locating services for CGS. Locating services will include regular, emergency, and short notice work requests. The contract resulting from this solicitation will be fixed price (unit cost) in accordance with the Vendor's Bid Pricing. A copy of the proposed standard contract is included as Attachment A, Standard Contract.

A. REGULATIONS:

1. All services shall be performed to 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" in conformance with the intent of Federal Operator Qualification Regulations that is equal to and applicable to Clearwater Gas System's ASME B31Q Operator Qualification Plan.
2. All work shall be performed in accordance with the standards defined in accordance with Florida Statute 556, the Underground Facility Damage Prevention and Safety Act. (F.S. 556).

B. SERVICE REQUIREMENTS:

1. All Locate Ticket records are the property of Clearwater Gas System. CGS will notify Florida Sunshine State One Call ("Sunshine 811") of its engagement with the vendor. CGS shall pay ticket fees assessed by 'Sunshine 811' directly.
2. Vendor shall receive and record Locate Requests from both CGS and 'Sunshine 811' during normal business days and within normal business hours. Locate Requests may be issued to the vendor during non-business hours on an emergency basis only and must be approved by CGS, either in writing or email, prior to start of service.
3. Vendor must provide sufficient qualified staff, administrative capabilities, and field locating equipment to adequately perform the required locating services for CGS.
4. Vendor shall provide compatible two-way communication with existing or future communication systems between office, staff and 'Sunshine 811'.
5. For each Locate Request, vendor will review the CGS facilities maps, provided online and in paper copy format, to determine where conflicts exist between proposed excavation and CGS facilities and locate those areas in the timeframe (two full business days) per F.S. 556.
6. Vendor shall respond and complete a site visit for each Locate Request from 'Sunshine 811' to locate any and all facilities belonging to CGS that are included in the description on the Locate Request. Service shall be completed in the timeframe (two [2] full business days) as specified by F.S. 556.
7. Vendor shall complete all Locate Requests within the timeframe per requirements of F.S. 556 (two [2] full business days) and close out these Locate Requests by submitting the proper response to 'Sunshine 811'.
8. At the request of CGS, Vendor shall provide one (1) free follow-up site visit, per each completed locate ticket, to verify locate with the excavator to ensure the safety and accuracy of the work performed.
9. Vendor shall use equipment capable of distinguishing CGS facilities from that of other underground utilities.

DETAILED SPECIFICATIONS

10. Vendor shall locate service lines, from the main to the meter location on private property, and other facilities in right of ways and easements in compliance with the most recent edition of the FL Department of Transportation Maintenance of Traffic (MOT) rules and regulations.
11. Vendor shall shovel or vacuum excavate pipelines and segments that are difficult to locate, repair broken wire segments, and install and maintain locate stations to complete locate tickets.
12. Vendor will use a marking medium such as: paint and/or flags. Colors are to be in accordance with state law and industry standards. Vendor is responsible for providing all marking material.
13. Vendor shall designate a single point of contact between Vendor and CGS to serve as a liaison for receipt of CGS facility maps. Vendor shall be responsible for requesting revised copies of CGS facility maps.
14. Vendor shall retain and safeguard CGS system maps and records. Maps and records shall not be disclosed to or made available to any entity without the expressed written consent of CGS.
15. Vendor shall contact CGS for assistance after having exhausted reasonable efforts to locate any identifiable, but un-locatable facilities, notify the Excavator of the presence of CGS's facilities and inform Excavator to suspend any digging activities until CGS personnel are on site. Obtain name, phone number and other pertinent information of Excavator person or persons notified of locates not being completed for any reason, whether responded to with Positive Response Codes (i.e. when Sunshine 811 ticket is closed concerning the status of locating an underground facility).
16. Notify CGS of any discrepancies or omissions in the records or other information provided to Vendor by CGS to the extent such discrepancies and omissions can be determined by Vendor. Vendor will draw simple as-builts when the main is found in a different location than CGS records depict.
17. Establish positive working relationships with other contractors and maintain clear communication channels to ensure the safety of the system and the public.
18. Gas locates shall include propane tanks and related underground piping systems. Allow CGS to back charge for locates passed-on that were accomplished with minimal effort. Vendor is responsible for any late ticket charges to Sunshine 811 and may be charged for any missed locate damages, pending investigation.

C. SERVICE TYPES:

<u>Regular Request:</u>	CGS or Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); work completed within two (2) full business days, per F.S. 556.
<u>Short Notice Request:</u>	CGS or Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); and work completed within one (1) full business day.
<u>Emergency Request:</u>	CGS or Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); respond to the location within two (2) hours and work completed within one (1) full business day.

DETAILED SPECIFICATIONS

D. WORK REQUIREMENTS:

Per F.S. 566 Vendor shall respond within two (2) full business days and shall include the following to complete the Locate Request Ticket:

1. Provide an all clear code to the positive response system when CGS does not have underground facilities within the excavation site.
2. Physically mark the excavation site per low-impact marking practices, (such as paint and flags), and update the positive response system in the Sunshine 811 website.
3. Contact the excavator to reschedule the locate. If the excavator's voicemail is reached, leave a message explaining the situation and the need to re-schedule. Enter positive response code 3F **only after** the excavator has been reached and the new schedule arranged.
4. Enter the appropriate positive response code when one (1) of the above three (3) are not true.
5. If underground utilities cannot be located, Vendor must provide the best information available at that time.

E. SERVICE HOURS:

1. Natural Gas Distribution Main and Service Line Locating Services shall be performed between the hours of 7:00 AM to 3:30 PM, Monday through Friday, with the following exceptions:
 - a. Major City Arterial Streets, including State Roads and County Roads: Work permitted between the hours of 9:00 AM – 3:00 PM, to include establishing the MOT for the project.
 - b. Right-of-ways, within 1,000 feet of schools: No work is permitted during the hours when children are arriving or leaving school properties (beginning or ending of school days).
2. Vendor shall contact the City to obtain permission to conduct services on Saturdays and shall observe the same hours as listed above. No work shall be performed on Sundays.
3. Emergency locating services may be conducted upon approval by the City for any day or time, as needed. Vendor shall provide supplemental pricing for hourly rate for emergency services on the Bid Pricing pages.

F. WORK SCHEDULE:

1. The Vendor will adhere to a work schedule as specified in Section C, Service Types and Section E, Service Hours. Any schedule variation requested by either the City or the Vendor must be accepted by the other entity in writing.
2. The City intends for the work of this contract to impact the public as little as possible. The Vendor must provide the City with a written schedule (email is acceptable) of the services prior to the start of work to ensure that notification can be provided to any citizen who may be affected by services.

DETAILED SPECIFICATIONS

G. PERSONNEL REQUIREMENTS:

1. All work crews will be required to wear approved company uniform, use appropriate Personal Protection Equipment (PPE), abide by any and all company and OSHA (Occupational Safety and Health Act) safety standards, and behave in a well-mannered, orderly fashion at all times.
2. Vendor shall conduct a safety briefing with employees each day prior to beginning operations.
3. The Vendor shall supply competent and physically capable employees and provide appropriate supervision to the work. All personnel will be skilled in the field in which they work; that is, no unskilled laborers will perform the work.
4. All equipment shall be in optimum operating conditions, free from oil and fluid leaks and properly maintained for safety of Vendor personnel, City personnel, and City residents.

H. TRAFFIC CONTROL AND PEDESTRIAN SAFETY:

1. The Vendor shall fully acquaint and comply with Maintenance of Traffic (MOT) safety requirements. If requested, the MOT plan must be submitted to and approved by the City prior to partial lane closure and commencement of the work. All necessary lane closures shall be approved by the City's Transportation and Parking Services a minimum of forty-eight (48) hours in advance of scheduled operations.
2. The Vendor shall coordinate maintenance operations in certain high pedestrian use areas and peak time periods with the City. The winter tourist season is generally not an acceptable time to close traffic lanes for maintenance. The City reserves the right to limit the hours of operation in certain high pedestrian use areas
3. Any and all proposed traffic control shall conform to the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), the Florida Department of Transportation Roadway and Traffic Design Standards, 2009 (600 Series) and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The Vendor shall use Index 627 whenever equipment is relocated or driven on existing open travel lanes.
4. For work to be completed within the right-of-ways, the Vendor shall set up Maintenance of Traffic (MOT) per FDOT specifications and shall have an MOT certified individual on site. If the Vendor does not have the MOT certified individual at the bid date he may utilize a contract agency performing the MOT; however, within thirty (30) days of contract award the Vendor must have an MOT certified individual on staff.
5. MOT services shall be provided by the Vendor for the duration of the contract and shall be included in unit pricing.

I. REPORTING:

1. The parties will mutually determine an appropriate set of periodic reports to be issued by the Vendor to the City in support of this contract.
2. The Vendor shall meet with the designated City representative, at a frequency determined by the City, to review the vendor's performance, work schedule, discuss issues, and/or address any related problems.

DETAILED SPECIFICATIONS

J. SPECIAL CONDITIONS:

1. All Bidders must submit proof of applicable licenses, with their bid submittal, and when requested thereafter.
2. The Vendors may be requested to provide a list of equipment to be used in the performance of the contract. Such equipment must be available for inspection by the City designee, prior to award of the contract or as requested during the contract term.
3. The Vendors may be required to provide a list (name and position) of employees it has assigned to provide the services on this contract to the City.
4. The Vendor will assist the City in reporting vandalism, graffiti, damage or public and private property in need of repair/refurbishing. For example, traffic or directory signs, structures, site furnishings, monuments, fences, lighting, utilities and paving.
5. The Vendor will be responsive to special conditions or unexpected problems that may occur during the course of the contract. The City expects the full cooperation and prompt response by the Vendor.

K. ALL-INCLUSIVE PRICING:

Prices bid shall be inclusive of all labor, equipment, material, tools, incidentals and any other service or charge necessary to complete the project. There shall be no additional charges for mobilization, demobilization, equipment transport, fuel, fuel surcharges, disposal fees/increases, travel time, wait time, labor or insurance charges/increases, or any other charge not listed.

The all-inclusive parameters of a locate ticket (unit/ ticket), are as follows;

1. One (1) Sunshine 811 ticket can cover a linear distance of up to one (1) mile on a street and up to 150 feet in either direction along crossing streets that are identified in the ticket.
2. One (1) ticket can include up to five (5) individual addresses as long as the linear distance from the first address to the last is one (1) mile or less. For example, a single ticket can cover work being done at these addresses: 2000, 2003, 2004, 2006 and 2009 Main Street.
3. One (1) locate ticket may cover an area of undeveloped land of no more than one (1) square mile, provided that the boundaries of the undeveloped land area where the work is to be performed are described on the ticket. This ticket may also include work to be performed on any single street or right-of-way bordering the area of undeveloped land. Work to be performed on an additional bordering street or right-of-way requires a separate ticket.

Work exceeding the linear or numerical unit requirements outlined above will be billed for the initial hour and then in quarter hour (¼) hour increments.

CGS must approve any emergency or after-hours requests prior to start of service.

L. MONITORING:

The CGS Operations Manager shall monitor the Contractor's performance in accordance with the terms and conditions set forth in this ITB and as defined in Florida Statutes and the Florida Administrative Code. To assist the Department in monitoring the resultant contract, the Contractor shall permit the Department to inspect its facilities, equipment, or data at any time during regular business hours at the discretion of the Department.

DETAILED SPECIFICATIONS

M. PERFORMANCE STANDARDS, LIQUIDATED DAMAGES, AND CORRECTIVE ACTION PLANS:

Liquidated damages will be assessed for breach of any contract term or condition, including failure to meet defined performance standards. The CGS Operations Manager will monitor the Contractor's performance in accordance with the monitoring requirements of the Contract and may determine the level of sanction to be assessed based upon an evaluation of the severity of the deficiency. Failure by the Contractor to meet any contract term, including the established minimum performance standards, may result in the Department finding the Contractor to be out of compliance with the terms of the contract, and all remedies provided in the Contract and under law, shall become available to the Department. The Department reserves the right to impose liquidated damages in the amount of **\$1,000.00** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified and for failure to comply with the performance standard requirements as set forth in the resulting contract.

- 4. MINIMUM QUALIFICATIONS.** Bidder shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. The Bidder shall be licensed and competent in the required discipline of locating gas mains, services and underground customer piping systems and related gas meter connections.
- A. Bidders shall have successfully completed two (2) contracts for similar work during the past three (3) years, in an amount comparable to the amount of the proposed bid total.
 - B. Bidder employees and CGS approved 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" (OQ) with mandatory knowledge, skill and abilities, training to be completed by April 1, 2019. OQ and all training documentation shall be furnished, via email, upon request. The Bidders'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 five (5) year period. Failure to provide proof of Operator Qualification compliance, and successful maintenance will disqualify the bidder from performance of the awarded bid. Training records shall be made available to CGS for auditing.
 - C. The Bidder 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 awarded bidder will furnish quarterly statistical reports to CGS's Operations Manager, or designee, to show active compliance.
 - D. Vendor must attest to the Certification regarding Scrutinized Companies Lists, certifying that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies That Boycott Israel List created pursuant to Section 287.135, Florida Statutes. The Contractor agrees the Department may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies That Boycott Israel List during the term of the Contract.

DETAILED SPECIFICATIONS

5. **INSURANCE REQUIREMENTS.** The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents 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. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

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:

- a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$2,000,000 (two million dollars) per occurrence and \$4,000,000 (four million dollars) general aggregate.
- b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$1,000,000 (one million dollars) each employee each accident, \$1,000,000 (one million dollars) each employee by disease, and \$1,000,000 (one million dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.
- d. **Pollution Liability Insurance** coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the servicing and operations of Vendor (and any subcontractors, representatives, or agents) involved in the work/transport, in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- e. **Professional Liability/Malpractice/Errors or Omissions Insurance** coverage appropriate for the type of business engaged in by the Respondent with minimum limits of \$1,000,000 (one million dollars) per occurrence. If a claim's made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (SERP) 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.

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

Other Insurance Provisions.

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set

DETAILED SPECIFICATIONS

forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and Commercial Automobile Liability Insurance. In addition when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Clearwater
Attn: Purchasing Department, ITB # 21-19
P.O. Box 4748
Clearwater, FL 33758-4748**

- b. Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- c. Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.
- d. Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.

MILESTONES

1. **BEGINNING AND END DATE OF INITIAL TERM.** April 2019 through March 2020.

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

2. **CONTRACT.** The contract resulting from this solicitation will be fixed price (unit cost) in accordance with the Awarded Vendor's Bid Pricing. A copy of the proposed standard contract containing all requirements is included as Attachment A, Standard Contract. The prospective vendor should closely review the requirements contained in the proposed standard contract. Modifications proposed by the prospective vendor may not be considered. This solicitation, including all its addenda, the Department's written response to written inquiries, and the successful vendor's response shall be incorporated by reference in the final contract document.
3. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.
4. **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

One (1), two (2) year renewal possible at the City's option.

5. **PRICES.** All pricing shall be firm for the initial term of one (1) year; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.
- a. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.
 - b. During the sixty (60) day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the **Producer Price Index for Non-Residential Construction Trades**, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.
 - c. No fuel surcharges will be accepted.

RESPONSE ELEMENTS

1. **BID SUBMISSION** – Submit in a sealed container:
 - one (1) signed original bid,
 - one (1) copy in a digital format on a CD or flash drive.

2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature.
 - ☐ Performance security included (page 2, paragraph i6)
 - ☐ Original and proper number of copies with electronic format included
 - ☐ Bid container properly labeled
 - ☐ Bid Pricing form completed and included
 - ☐ W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
 - ☐ Exceptions/Additional Materials/Addenda form completed and included
 - ☐ Vendor Information forms (including references & qualifications) completed and included
 - ☐ Offer Certification form completed and included
 - ☐ Scrutinized Companies and Business Operations with Cuba and Syria Certification Form
 - ☐ Scrutinized Companies That Boycott Israel List Certification Form

BID PRICING

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Natural Gas Distribution Main and Service Line Locating Services** to the City of Clearwater at the price(s) stated below.

Item No.	TYPE OF LOCATE TICKET	Unit Price	Unit of Measure	Estimated Annual Quantity	Total Price
REGULAR REQUEST: Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); work completed within two (2) full business days, per F.S. 556.					
1	Regular Request ticket received from CGS or Florida Sunshine (including all ticket revisions and updates); it is estimated that 9,000 tickets will require field visit	\$ 9.48	Per Ticket	50,000	\$ 474,000.00
SHORT NOTICE REQUEST: Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); work completed within one (1) full business day.					
2	Short Notice Request ticket received from CGS or Florida Sunshine (including all ticket revisions and updates); it is estimated that 100 tickets will require field visit	\$ 9.48	Per Ticket	1,000	\$ 9,480.00
EMERGENCY REQUEST: Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); respond to the location within two (2) hours; and work completed within one (1) full business day.					
3	Emergency Request ticket received from CGS or Florida Sunshine (including all ticket revisions and updates); it is estimated that 200 tickets will require field visit	\$ 9.48	Per Ticket	1,700	\$ 16,116.00

OTHER SERVICES			
4	Hourly Rate for other services – minimum 1 hour charge (i.e. Work exceeding linear or numerical unit requirements and other services outside of the locate ticket scope of work)	\$ 45.00	Per Initial Hour
5	Quarter Hour Rate for other services (after initial hour)	\$ 11.25	Per Quarter Hour

Vendor Name Olameter DPG, LLC

Date: February 15, 2019

EXCEPTIONS/ADDITIONAL MATERIALS/ADDENDA

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

Note – Any material exceptions taken to the City's Standard Terms and Conditions will render a Bid Non-responsive.

 X No exceptions

 Exceptions taken (describe--attach additional pages if needed)

Additional Materials submitted (mark one):

 No additional materials have been included with this bid

 X Additional Materials attached (describe--attach additional pages if needed)

Olameter has included the following documents:

- a copy of Randy Lash's Operator Qualification Trainer certificate issued by Energy WorldNet. Randy has direct supervision of Operator Qualification training program.
- a copy of Olameter's ISO 9001:2015 compliance certificate. Olameter implemented the ISO Quality Management System standard in July 2000 and have successfully completed an annual third-party audit to confirm we are meeting the requirements of this world recognized quality management standard.

Addenda

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at www.myclearwater.com/apps20/cityprojects/invitationtoadd.aspx/ prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda Number	Initial to acknowledge receipt
Addendum 1	LF
Addendum 2	LF
Addendum 3	LF

Addendum 4

LF

Vendor Name Olameter DPG, LLC

Date: Feb. 15, 2019

VENDOR INFORMATION

Company Legal/Corporate Name: Olameter DPG, LLC

Doing Business As (if different than above): _____

Address: 1150 Crews Road, Suite I

City: Matthews State: NC Zip: 28105 -

Phone: 704-321-3760 Toll Free: 855-286-4227 Fax: 704-846-9133

E-Mail Address: sales@olameter.com Website: www.olameter.com

DUNS # 15-735-2634

Remit to Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____

Order from Address (if different from above):

Address: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this bid:

Name: Laird France Fax: 704-846-9133

Phone: 225-752-5384 E-Mail Address: lfrance@olameter.com

Day-to-Day Project Contact (if awarded):

Name: Matt Wright Fax: 704-846-9133

Phone: 812-621-7132 E-Mail Address: matt.wright@olameter.com

N/A Certified Small Business Certifying Agency: _____

N/A Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: _____

VENDOR INFORMATION

REFERENCES

Instructions: The bidder shall submit a minimum of two (2) customer references for which the vendor has recently performed similar services. Additional pages may be added, if needed.

Complete and return with bid submittal.

Reference # 1

Project Name:	City of Pensacola	Contract Value:	~\$700K Annually
Date Began:	Feb. 9, 2016	Date Completed:	Jan. 31, 2022
Address	222 W Main Street		
City / State / Zip	Pensacola, FL 32502		
Contact Person:	Carter Hall Damage Prevention Manager	Email:	chall@cityofpensacola.com
Phone:	850-324-0093	Fax:	
Notes:	Olameter was awarded a three-year contract to provide underground utilities locating services for the Pensacola Energy's natural gas distribution system back in 2016. Following the successful completion of that contract, an RFP was issued in Dec. 2018 and we are retained the contract for the next three years. Scope includes shoveling or vacuum excavating pipelines and segments that are difficult to locate, repairing broken wire segments, and installing and maintaining locate stations to complete locate tickets.		

Reference # 2

Project Name:	We Energies	Contract Value:	~\$6 million Annually
Date Began:	Dec.18, 2012	Date Completed:	Dec. 31, 2019
Address	231 W. Michigan Street		
City / State / Zip	Milwaukee, WI 53203		
Contact Person:	Kelley Knoerr, Operations Manager	Email:	Knoerr.kelley@we-energies.com
Phone:	414-944-5530	Fax:	
Notes:	Performing underground gas and electric facilities locating utilizing electronic mapping system to determine a physical connection point to perform proper conductive locates on both gas and electric facilities. Scope also includes root cause damage investigations and written reports for any gas or electric facility damage that occurs. After successfully completing the initial four-year contract term, an RFP was posted in 2017 and Olameter was awarded the contract.		

Vendor Name Olameter DPG, LLC

Date: Feb. 15, 2019

VENDOR INFORMATION

QUALIFICATIONS

Instructions: The bidder shall indicate certified staff, as required, below. Additional pages may be added, if needed. Awarded vendor(s) will be required to provide proof of all certifications throughout the contract term.

Complete and return with bid submittal.

Operator Qualification Information: List the Operator Qualification Trainer / Program who will perform or is responsible for direct supervision of the program, minimum one (1). Indicate if an employee needs to be hired.

<u>Name</u>	<u>Certification No.</u>	<u>Date of Certification</u>
Randy Lash	Certified through Energy WorldNet, Certificate included on next page.	October 3rd, 2016

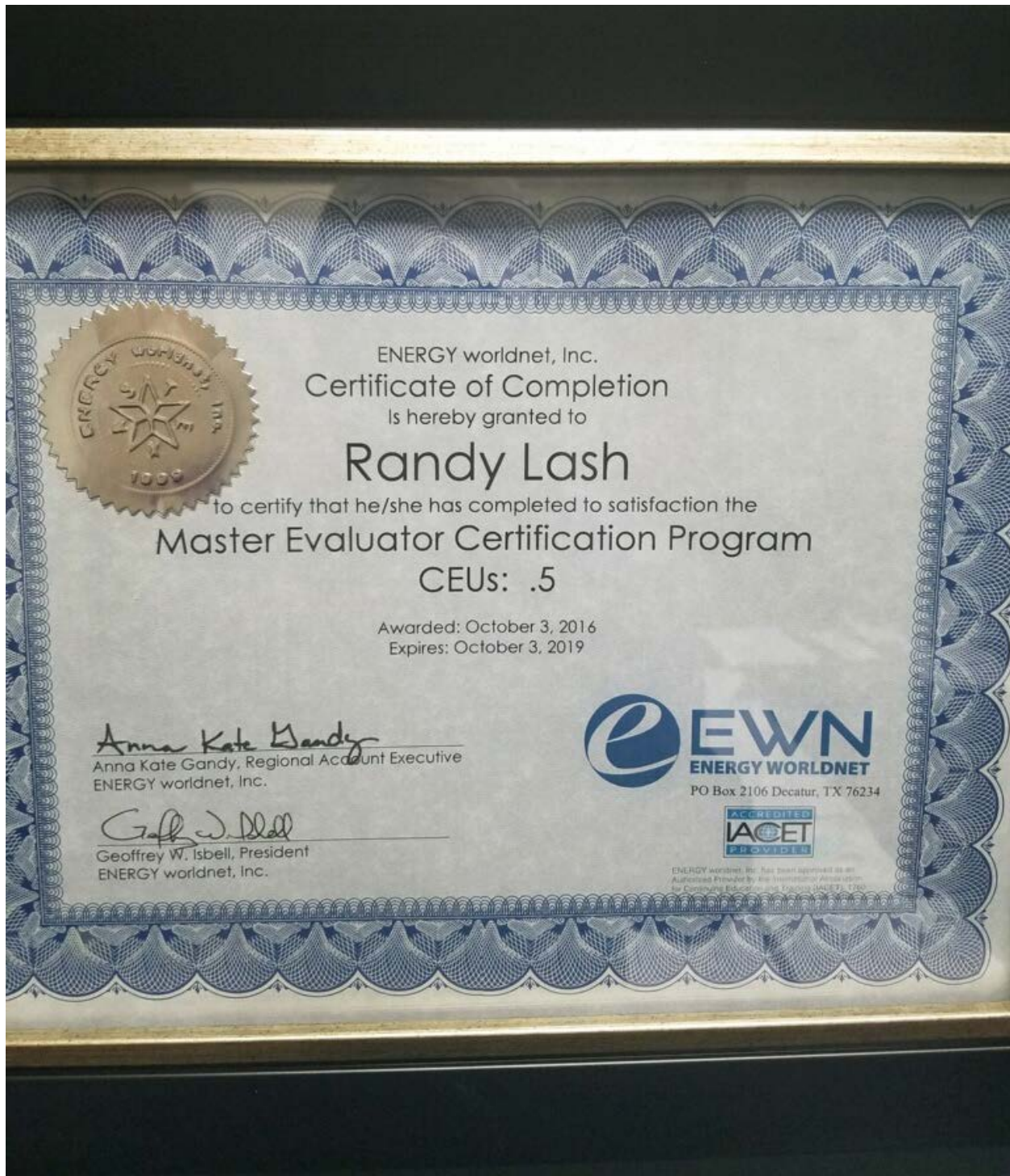
Maintenance of Traffic Requirement: List the Certified Maintenance of Traffic instructor who will be responsible for MOT requirements services performed within right-of-ways, minimum one (1).

<u>Name</u>	<u>MOT Certification No.</u>	<u>Date of Certification</u>

Olameter understands and will comply with the requirement for a MOT certified individual on site for all work completed within the right-of-ways. It is our intention to begin MOT training upon award of this project.

Vendor Name Olameter DPG, LLC

Date: February 15, 2019



SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

PER DETAILED SPECIFICATIONS, ITEM 4, IF YOUR BID IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

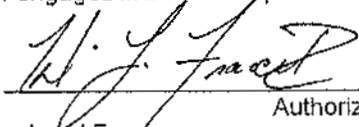
The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and

2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and

3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and

4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

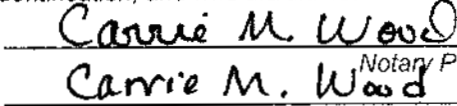


Laird France
Vice President, Operations
Authorized Signature
Printed Name
Title

Name of Entity/Corporation Olameter DPG, LLC

STATE OF North Carolina COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me on this 8th day of February, 2019, by Laird France (name of person whose signature is being notarized) Vice President, Operations (title) of Olameter DPG, LLC (name of corporation/entity), personally known to me as described herein _____, or produced a _____ (type of identification) as identification, and who did/did not take an oath.



Carrie M. Wood
My Commission Expires: 01/27/22
Notary Public
Printed Name

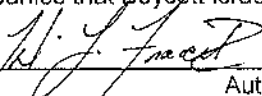
NOTARY SEAL ABOVE

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

PER DETAILED SPECIFICATIONS, ITEM 4, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.



Laird France Authorized Signature

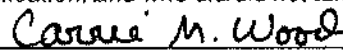
Vice President, Operations Printed Name

Title

Name of Entity/Corporation Olameter DPG, LLC

STATE OF North Carolina COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me on this 8th day of February, 2019, by Laird France (name of person whose signature is being notarized) Vice President, Operations (title) of Olameter DPG, LLC (name of corporation/entity), personally known to me as described herein _____, or produced a _____ (type of identification) as identification, and who did/did not take an oath.



Carrie M. Wood Notary Public

Carrie M. Wood Printed Name

My Commission Expires: 04/27/22

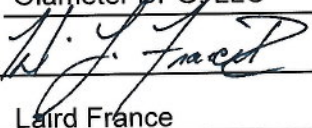
NOTARY SEAL ABOVE

OFFER CERTIFICATION

By signing and submitting this Bid, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Clearwater.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Clearwater may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process; provided that Clearwater agrees not to change or delete any copyright or proprietary notices.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: Olameter DPG LLC
Signature: 
Printed Name: Laird France
Title: Vice President, Operations
Date: Feb. 15, 2019

BUREAU VERITAS
Certification



OLAMETER CORPORATION

1150 CREWS ROAD, SUITE I
MATTHEWS, NC 28105 USA

Bureau Veritas Certification Holding SAS – UK Branch certifies that the Management System of the above organization has been audited and found to be in accordance with the requirements of the management system standards detailed below

ISO 9001:2015

Scope of certification

MANAGEMENT OF UTILITY SUPPORT SERVICES, METERING SERVICES, UNDERGROUND UTILITY LOCATION AND RELATED SERVICES

Original cycle start date: **July 14 2000**
Expiry date of previous cycle: **October 9 2018**
Certification / Recertification Audit date: **September 7 2018**
Certification / Recertification cycle start date: **December 12 2018**

Subject to the continued satisfactory operation of the organization's Management System, this certificate expires on: **October 9 2021**

Certificate No. US012637 Version: **1**


Signed on behalf BVCH SAS – UK Branch

Certification body address: **5th Floor, 66 Prescott Street, London E1 8HG, United Kingdom**
Local office: **16800 Greenspoint Park Drive, Suite 300S, Houston, TX 77060**

Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organization. To check this certificate validity please call: **+(800) 937-9311**



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