



REQUEST FOR QUALIFICATIONS

**For CONSULTING SERVICES for
LNG LIQUEFACTION
PRELIMINARY ENGINEERING REPORT**

For

**GREENVILLE UTILITIES
COMMISSION**

**Of the
City of Greenville, North Carolina**

**401 South Greene Street
Greenville, North Carolina 27834**

Issue Date February 13, 2015

Response Due Date, February 26, 2015 5:00 pm (EDST)

REQUEST FOR QUALIFICATIONS

Greenville Utilities Commission (GUC) seeks qualifications from professional consulting firms to provide comprehensive consulting services for the preparation of an LNG Liquefaction Preliminary Engineering Report.

PROPOSAL DEADLINE

Proposal, subject to the conditions made a part hereof, will be received by the Gas Systems Engineer, Greenville Utilities Engineering Center, 801 Mumford Road, Greenville, N.C., 27834 no later than **5:00 pm (EDST) on February 26, 2015.**

PREPARATION OF PROPOSAL

Proposals must be in sealed envelopes clearly marked on the outside with the name of the proposal and the proposal receipt date and time. **Three (3) copies** of the proposal shall be addressed to the **Gas Systems Engineer, Greenville Utilities Engineering Center, 801 Mumford Road, Greenville, N.C., 27834.**

EVALUATION CRITERIA

Vendor selection shall be based on evaluation and rating of Vendor's demonstrated competence and qualifications/performance for the type of services/products to be offered. The following guidelines will be used as minimum criteria for rating the Vendor:

1. The quality of references from past customers of vendor.
2. Quality of approach and methodology that demonstrates an understanding of the requirements.
3. Quality, extent and relevance of vendor's staff / experience in conducting service(s).
4. Vendor's response time for service(s).

EVALUATION AND AWARD

GUC reserves the right to reject any and all proposals, to waive any and all informalities, and to disregard all nonconforming or conditional proposals or counter proposals. In evaluating proposals, GUC shall consider whether the proposals comply with the prescribed requirements, plus all alternates or options requested.

GUC reserves the right to include or exclude any option or alternative(s).

If interviews/presentations are necessary, interviews with selected respondents will be scheduled and conducted on site on a date and time mutually agreeable by both parties. If a proposal is to be awarded, it will be awarded to the best qualified responsible, responsive respondent whose evaluation by GUC indicates that the award will be in GUC's best interests.

MINORITY BUSINESS PARTICIPATION PROGRAM

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

CONFLICT OF INTEREST

In general, conflicts of interest relate to the potential for self-gain usually, but not always, of a fiscal nature. Potential for self-gain can serve to undermine the judgment or objectivity of vendors providing consultation services. A potential or actual conflict of interest exists when commitments and obligations to GUC are likely to be compromised by a vendor's other interests or commitments, especially economic, particularly if those interests or commitments are not disclosed. Not all conflicting interests are necessarily impermissible. Timely and complete disclosure of potential conflicts of interest may be a satisfactory remedy and protects the consultant from suspicion and accusations of breach of professional integrity. Vendors are asked to disclose any situation or relationship that might be regarded as potential conflict of interest with, but not limited to, their expected duties and recommendations as defined in this RFP.

VENDOR INCURRED COSTS

All costs that may be incurred to prepare proposals, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and for the entire contract negotiations process if applicable, shall be the sole responsibility of each vendor. GUC is not responsible under any circumstances for reimbursement of any costs that may be incurred by vendors during the proposal preparation, subsequent selection or negotiation stages.

PROPOSAL WITHDRAWAL

A proposer must notify GUC in writing of its request to withdraw a proposal within seventy-two (72) hours after the proposal receipt date and time, not including Saturdays, Sundays, or holidays. In order to justify withdrawal, the respondent must demonstrate that a substantial error exists and that the proposal was submitted in good faith.

AFFIRMATIVE ACTION

The Provider will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

MEDIATION/BINDING ARBITRATION

In the event of any dispute between the Parties, the Parties agree to submit any dispute to nonbinding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore, either Party may petition a Court of competent jurisdiction for the designation of a qualified Mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator. Unless otherwise agreed, the Parties will hold the mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation.

In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

INDEMNITY PROVISION

Provider agrees to indemnify and save GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint ventures, agents, employees, and insurance carriers harmless from any and all losses, claims, actions, costs, expenses including reasonable attorney fees, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person arising out of or incident to the performance of the terms of this Contract by Provider, including, but not limited to, Provider's employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity agreement by

the Provider in favor of Greenville Utilities Commission of the City of Greenville, Pitt County, North

GOVERNING LAWS

All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

ADMINISTRATIVE CODE

Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.

CONFIDENTIAL INFORMATION

Except as provided by statute and rule of law, GUC will keep trade secrets which the Provider does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Provider. Cost information shall not be deemed confidential. The determination of whether a matter is confidential will be determined by North Carolina law.

GOOD FAITH STATEMENT

All information provided by GUC in this RFP is offered in good faith. Individual item(s) are subject to change at any time. GUC makes no certification that any item(s) are without error. GUC is not responsible or liable for any use of the information or for any asserted claims.

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E-Verify

1. I have submitted a proposal for contract or desire to enter into a contract with the Greenville Utilities Commission;
2. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
3. ____ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
4. ____ I employ less than twenty-five (25) employees in the State of North Carolina.
5. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this proposal and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
6. ____ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
7. ____ Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: _____

_____ (Company Name)

By: _____ (Typed Name)

_____ (Authorized Signatory)

_____ (Title)

_____ (Date)

CONTACT INFORMATION

Questions regarding this Request for Qualifications (RFQ) should be received by or before January 19, 2015. Answers shall be communicated by January 23, 2015. All questions shall be directed to the attention of Durk Tyson, GUC Gas Systems Engineer, at (252) 551-2048 or by email at tysonfd@guc.com.

SCOPE OF WORK

Greenville Utilities Commission intends to hire a consultant to prepare a Preliminary Engineering Report (PER) for incorporating natural gas liquefaction into the gas system.

Components of the project will include:

- Project kick-off meeting with key project team members to review and document Greenville Utilities' objectives and philosophies with regard to operation of existing gas system and the potential of adding liquefaction to the system.
- Provide available options with descriptions for LNG liquefaction processes and technologies.
- Evaluate the addition of a liquefier to the existing Liquefied Natural Gas (LNG) Peak-Shaving facility and the option of creating a new regional liquefaction and storage facility.
- Determine the optimal liquefaction train capacity considering system supply, customer requirements and system costs.
- Prepare Project Cost Estimates for budgetary purposes.
- Determine necessary permitting and regulatory requirements for construction and O&M of the facility.

PROJECT BACKGROUND

Greenville Utilities' Satellite LNG peak-shaving facility was placed into service in 1997 to meet the peak day gas demands of a growing customer base and to avoid the cost of additional pipeline capacity. The LNG plant has been expanded on multiple occasions.

The initial LNG Plant consisted of two (2) 55,000 gallon LNG storage tanks and one (1) vaporizer. The initial sizing allowed for a total of 8,200 DT to be stored with the capability of vaporizing LNG at a rate of 500 mcfh.

The first expansion phase included the addition of two (2) more 55,000 gallon LNG storage tanks and a new control room building.

The second expansion consisted of doubling the vaporization capabilities of the LNG Plant from 500 mcfh to 1,000 mcfh by adding a second vaporizer. This expansion also

included the addition of three (3) water/glycol heaters, upgraded water/glycol pump skid with control panel, an upgraded instrument air compressor system, and the necessary expansion of the fire/gas detection and suppression systems.

The expansion that is currently under construction includes the installation of two (2) additional 55,000 gallon LNG storage tanks, construction of a third LNG remote impoundment area, and necessary expansion of the fire and gas detection, lightning protection, and security systems.

In 2010, Greenville Utilities' maximum daily quantity (MDQ) of pipeline capacity was increased from 15,500DT/d to 20,000 DT/d through a 10 year contract with Piedmont Natural Gas. This increased MDQ will result in reducing the frequency of interruptible customer curtailments, minimizing the risk of exceeding MDQ during peak periods, and closing the gap between the MDQ and design peak day demand of approximately 27,000 DTs. It also creates the opportunity to explore alternatives for utilizing excess capacity during off-peak demand periods.

Greenville Utilities' gas distribution system is comprised of approximately 600 miles of main and 400 miles of service lines supplied by five (5) city gate stations and the LNG plant. The city gate stations reduce the transmission pipeline gas pressure from 350-740 psig before it enters the 60 psig MAOP distribution system, which serves approximately 22,000 customers throughout an 88 square mile service area in Pitt County, NC.

PROPOSAL MINIMUM REQUIREMENTS

The following information must be included in your proposal in order for it to be considered responsive. Consultants are asked not to submit advertising material or estimated fees.

1. A Cover Letter.
2. Brief History of Firm.
3. Statement of Professional Qualifications: Include résumés of key staff proposed to perform consulting work. One staff member should be designated as the proposed Project Manager, with supporting staff identification.
4. List of Recent Similar Studies/Projects Completed: List should include projects with similar scope proposed for this project. Indicate which staff and consultants from the proposed team, if any, participated in the design of each project. List to also include clients' names, contact person, addresses, and telephone numbers for each project.

5. Scope of Work: Describe methods of providing proposed services. Including and special considerations, conditions, or other pertinent circumstances you foresee affecting this work. Include a time chart that includes gathering initial information, first, second, and final drafts, and distribution of Study copies.
6. Schedule of Rates: List rates charged on an hourly basis for each classification of personnel and equipment.
7. Location of Office: Geographic location of office assigned to perform work with listing of key staff who actually work at that location on a permanent basis.

PPOPOSAL PROCESS

- Proposals should be received no later than February 24, 2015, 5:00 pm (EDST).
- All firms submitting proposals must be duly licensed to practice consulting/engineering in the State of North Carolina.
- Screening of proposals by a staff committee should be completed by March 3, 2015.
- Contract negotiations with the selected firm should conclude with contract execution on or about March 19, 2010.

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It is certified that this proposal is made in good faith and without collusion or connection with any other person responding on the same above listed items. It is also certified that this proposal is made in good faith and without collusion or connection with any GUC employee(s).

Certified check or cash for \$_____n/a_____or bid bond for \$_____n/a_____attached.

Firm Name _____ Phone (____)_____

Address _____

City _____ State_____ Zip Code_____

Fax (____) _____ E-Mail _____

Authorized Official_____ Title_____

Typed Name

_____ Date _____

Signature

**Three (3) copies of your proposal should be received February 26, 2015
no later than 5:00 PM (EDST)**