



## **REQUEST FOR PROPOSALS**

for

Compressed Natural Gas (CNG) Fueling Station Upgrade and  
Maintenance Plan  
Phase 1 and Phase 2

**DUE: January 24, 2020**

3:00 PM

Deliver to:

City of Roseville  
Attn: City Clerk Department  
311 Vernon Street  
Roseville, CA 95678

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# CITY OF ROSEVILLE

## NOTICE FOR PROPOSALS

CNG Fueling Station Upgrade and Maintenance Plan Phase 1 and Phase 2

**NOTICE IS HEREBY GIVEN** that proposals for **Compressed Natural Gas (CNG) Fueling Station Upgrade and Maintenance Plan Phase 1 and Phase 2** will be received by the City of Roseville. Proposals will be accepted **ONLY** at the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA, 95678, until 3:00 p.m., January 24, 2020**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected contractor. The City reserves the right to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.

11-22-2019

Date



Sen Y. Saetern

Assistant Engineer

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## **IMPORTANT!!!**

The City is not responsible for misdelivered proposals, and the proposer is strictly liable for its chosen method of delivery. It is the proposer's sole responsibility to make sure that proposals arrive at the proper location. Any proposal which does not actually arrive in the City Clerk's Office by the RFP due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City Department.

Your proposal **MUST** be addressed and delivered as follows:

**City of Roseville  
Attn: City Clerk Department  
311 Vernon Street  
Roseville, CA 95678**

The proposer is also directed to include the attached "Sealed Proposal" label on the outside of the package or envelope so that it is visible when delivered to the City.

**City of Roseville RFP**  
**PREVAILING WAGE NOTIFICATION**

This is a prevailing wage project. Accordingly, all prevailing wage and fair employment laws and regulations shall be adhered to. For prevailing wage contracts over \$25,000.00, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the Department of Industrial Relations and/or the following website address:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

## **City of Roseville RFP**

### **DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTOR REGISTRATION NOTIFICATION**

No contractor or subcontractor may be listed on a Proposal for or work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their Proposal. The Contractor is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

<https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

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# **CNG FUELING STATION UPGRADE AND MAINTENANCE PLAN**

## **PHASE 1 AND PHASE 2**

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## **1.0 INTRODUCTION**

The City of Roseville (hereinafter “City”), is soliciting proposals for a Compressed Natural Gas (CNG) Fueling Station Upgrade and Maintenance Plan Phase 1 and Phase 2. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter “Contractor”), that meet the requirements set forth in this Request for Proposals (hereinafter “RFP”), and are capable of providing the services requested are encouraged to participate.

### **1.1 CITY OVERVIEW**

The City of Roseville is an incorporated city with a population of more than 132,000 residents, located in Placer County off of Interstate 80, approximately 16 miles northeast of Sacramento, California. The City of Roseville is a Charter city operating under the City Council/City Manager form of government.

### **1.2 BACKGROUND**

The City of Roseville has had alternative fueled vehicles (AFV) in its fleet since 1997. The AFV mix includes hybrids, electric, and CNG vehicles. The city funded and constructed a small fast-fill and time-fill CNG fueling station in 1997 and has operated and maintained the station for its transit and municipal vehicles. The City maintains its own CNG station using specialized craft resources from the Environmental Utilities Maintenance Division.

The City of Roseville’s CNG station was designed and constructed in two phases by Accel Project Systems, Inc. who provided all the design, permitting, equipment components, and installation. The latest phase added a second 50 scfm compressor, six more high-pressure storage vessels and ten time-fill posts were completed in 2003. The following summarizes the current use and condition of the CNG fueling station: Only the time-fill system is in operation at this time. The fast-fill dispenser is out of service.

A map and elevation of the existing stations is attached. See Attachment 7. A Process and Instrumentation Diagram of the facility is included. See Attachment 8.

#### **1.2.1 - Existing Fueling Station Facilities**

The following is a description of the current fueling station facilities.

##### **Compressors**

There are two 50 standard cubic feet per minute (scfm) CNG compressors (Compressors #1 and #2) both manufactured by Ingersoll Rand (IR). Each compressor operates for approximately 15-20 hours per month and have been overhauled once. Compressors #1 and #2 have accumulated 6,200 and 5,800 runtime hours, respectively, since their last overhaul.

##### **Dryer**

A gas dryer manufactured by Xebec, Inc. consisting of a single tower filled with 200 lbs of Desiccant is located upstream of the compressors. The pressure drop across the tower is reported by the City to be low. There have been no icing issues reported downstream of the dryer which indicates no or low moisture carryover. The desiccant inside the tower has not been replaced due to moisture content of the gas.

## **Storage Tanks**

There are a total of nine storage tanks connected in a buffer configuration (i.e., all vessels are connected to each other). At the start of the evening's fill, the CNG in the vessels is sent to the vehicles followed by CNG directly from the compressors. After the vehicles are full, the compressors replenish the vessels for the next evening's fill.

## **Dome-Loaded Regulator Panel**

The Dome-Loaded Regulator Panel contains a dome-load regulator to ensure overnight vehicle fills are ambient temperature compensated to 3,600 psig (i.e., equal to a settled fill of 3,600 psig at 70 degrees F). Stainless steel tubing is not plumb and is run in front of the regulator obstructing access. The City reports this panel has been unreliable for years.

## **Time-fill Posts and Hoses**

A total of six dual hose fill posts (12 fill hoses) are located in the parking area designated for time-fill operations.

## **Fast-Fill Dispenser and Priority/Sequencing Control Valve Panel**

The existing single fast-fill station is currently out of service. The City has determined that this fueling station and its priority/sequencing control valve panes are no longer needed and should be removed.

### **1.2.2 - Current and Future CNG Station Operation**

The two CNG compressors can provide a total of approximately 43 diesel gallon equivalents (dge) per hour of CNG ( $2 \times 50 \text{ scfm} \times 60 \text{ min/hour} / 139 \text{ scf/dge} = 43 \text{ dge/hour}$ ).

There are currently four (4) waste collection vehicles using approximately 35 dge/day while running 4.5 hours/day each. In the coming year the City plans to add four (4) additional vehicles using approximately the same 35 dge/day. The resulting demand will therefore be 280 dge/day and supplying this demand will require a both compressors to run approximately 7 hours per day.

Based on the current and projected modest fuel demands of the City's CNG vehicle fleet (i.e. 140 dge/day and 280 dge/day respectively), the CNG fueling station can supply this capacity.

Vehicles at the time-fill fueling stations are supplied CNG from the storage tanks first. Capacity of the storage tanks is roughly 70 dge of usable fuel when all of the vessels are full.

The amount of usable fuel within multiple storage tanks, in a buffer configuration, is roughly 10% of the total fuel stored since the storage tank's pressure drops during the fueling process as the pressure reaches equilibrium with the vehicle's fuel tank during fueling, so not all fuel can be used. This usable amount of CNG is not always sufficient to directly fill the vehicles and the compressors will come on to complete the fueling process directly. Once all vehicles are filled the compressors continue to run to replenish the storage tanks.

The City of Roseville is currently in the planning phases of construction of a new fast-fill Renewable Natural Gas (RNG) fuel station at its Wastewater Treatment Plant. This will be the primary fueling infrastructure for the Waste Collection fleet. The City would like to upgrade and maintain the current fueling infrastructure to provide reliability by having two fuel sources in the event of system failure.

### 1.3 INSTRUCTIONS TO PROPOSERS

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of your proposal.

No oral representations or interpretations will be made to any proposer as to the meaning of this RFP.

Direct all inquiries regarding this RFP in writing to: <https://www.publicpurchase.com>

City of Roseville  
Environmental Utilities Department  
Attn: Sen Saetern

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

All addenda for this RFP will be distributed through PublicPurchase.com to proposers who have registered with PublicPurchase.com and who have downloaded the RFP. Additionally, the Notice of Intent to Award will be posted on PublicPurchase.com. **It is the proposer's sole responsibility to monitor PublicPurchase.com for possible addenda to this RFP and for the Notice of Intent to Award.** Failure of proposer to retrieve addenda or the Notice of Intent to Award from PublicPurchase.com shall not relieve him/her of the requirements contained therein or the timelines associated therewith. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

### 2.0 TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Job Walk/Conference, Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

Table 1: Project Milestone Schedule

<b>Project Milestone</b>	<b>Date</b>
RFP Released by the City	November 22, 2019
Mandatory Pre-Proposal Job Walk	December 17, 2019
Deadline for Final Questions	January 7, 2020
City Responses to Written Questions	January 15, 2020
Proposal Submission Deadline	January 24, 2020
Contractor Interviews as needed	February 25, 2020
Contract Negotiations	March 17, 2020
Contract Approval by City Council	May 6, 2020
Commencement of Services	May 7, 2020

### **3.0 MANDATORY PRE-PROPOSAL JOB WALK/CONFERENCE**

A **mandatory** pre-proposal conference/job walk has been scheduled for Tuesday, December 17, 2019 at 1:00 pm at:

City of Roseville Corporation Yard  
2005 Hilltop Circle  
Roseville, CA 95747

Proposals from Contractors who do not attend the **mandatory** pre-proposal conference/job walk will be rejected. The pre-proposal conference/job walk will begin at the designated start time. **Tardiness will be grounds for disqualification.**

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed upon request.

### **4.0 TECHNICAL REQUIREMENTS**

Contractor shall comply with all federal, state, and local safety regulations and all applicable Cal-OSHA requirements.

The Contractor shall also provide appropriately licensed contracting, and/or engineering services as needed pursuant to the Service Agreement in addition to all the labor, tools, equipment, and materials required to complete the services outlined in this RFP.

The project design, installation and maintenance shall conform at a minimum to the following applicable codes and standards



- NFPA 52 Vehicular Fuel Systems Code, Chapter 8 CNG Compression, Gas Processing, Storage, and Dispensing Systems, General requirements for compressed natural gas (CNG) compression, gas processing, storage, and dispensing systems
- NFPA 52 Vehicular Fuel Systems Code, 8.4 System Siting Requirements for system setback distances
- NFPA 52 Vehicular Fuel Systems Code, Table 8.4.2.9 Electrical Installations, Requirements for classified areas
- Natural Gas Vehicle (NGV) 2 Natural Gas Vehicle Containers
  - Set of standards that address component testing for certification purposes for natural gas vehicle fueling infrastructure and vehicle tanks
- NGV 1 Compressed NGV Fueling Connection Devices
  - Set of standards that address component testing for certification purposes for natural gas vehicle fueling infrastructure and vehicle tanks
- NGV 3.1 Fuel System Components for Natural Gas Powered Vehicles
  - Certification document for fuel system components
- NGV 4.1 Dispensing Systems Certification document for fuel systems
- NGV 4.2 Hoses for Natural Gas Vehicles (NGV) and Dispensing Systems
  - Certification document for fueling hoses
- NGV 4.3 Temperature Compensation
  - Devices for Natural Gas Dispensing Systems Standard to address fueling parameters required to achieve defined state-of-charge
- NGV 4.4 Breakaway Devices for Natural Gas Dispensing Hoses and Systems
  - Certification document for dispenser hoses
- NGV 4.5 (draft) Priority and Sequencing
  - Equipment for Natural Gas Dispensing Systems Document in development that sets procedures for fueling operations
- NGV 4.6 Manually Operated Valves for Natural Gas Dispensing Systems
  - Certification document for dispensing system valves
- NGV 4.7 (draft) Automatic Valves for Use in Natural Gas Vehicle Fueling Stations Certification document for fuel system compressors
- NGV 4.8 Natural Gas Fueling Station Reciprocating Compressor Guidelines Pressure Relief Devices -1 for NGV Fuel Container Certification document for fueling compressors
- ASME B31.3 Process Piping Process design piping standard
- C-6 Standards for Visual Inspection of Steel Compressed Gas Cylinders
- Inspection standard to complement design standard
- S-1.1 Pressure Relief Device Standards -
  - Part 1- Cylinders for Compressed Gases S-1.3 Pressure Relief Device Standards -
  - Part 3 - Stationary Storage Containers for Compressed Gases and Pressure relief for different container configurations

## **5.0 SCOPE OF SERVICES**

The City of Roseville requires the Contractor to provide engineering design services, installation, labor, tools, equipment, materials and transportation required to perform the services necessary for completing the CNG Fueling Station Upgrade and Maintenance Plan Phases 1 and 2 per the scope defined in this RFP.

The work will be divided into two phases, with Phase 1 consisting of a condition assessment, analysis and development of upgrade recommendations, facilities upgrades that have been identified as immediately necessary, and development of a facilities maintenance plan including entering into a two-year facilities maintenance agreement with the City upon completion of the work.

Phase 2 will cover the optional modifications and upgrades identified in the condition assessment and tasks will be awarded individually, all together, or not at all depending on the findings of the condition assessment, recommendations, and City's goals.

The proposals will be evaluated based on Contractor's experience, qualifications, Project Understanding, Proposed Plan, and References.

### **PHASE 1 - ASSESSMENT, DESIGN, REPAIR/UPGRADE, AND MAINTENANCE OF THE CNG FILLING STATION**

Contractor shall coordinate all onsite work with the City. Work that requires process/facility shutdowns shall be coordinated with a written access request to the City Project Manager a minimum of two (2) days in advance of the work. Contractor shall not begin work until access requests are approved in writing.

#### **TASK 1.1 - PROJECT MANAGEMENT**

Provide overall project management to ensure all tasks are fully completed, within the allocated budget and timeframe. The Contractor shall be responsible for mobilization, demobilization, bonds, insurance, permits (at a minimum a City Business Permit is required), and other associated work under this task. The Contractor shall provide overall project management to keep the project on schedule and within budget, participate in meetings, submit payment requests, process technical submittals required in the tasks below, and develop a baseline and progress schedules.

#### **TASK 1.2 – CONDITION ASSESSMENT AND ANALYSIS**

Conduct a condition and reliability assessment of the CNG fueling station facilities. Assessment should include all system components and field testing as necessary to determine remaining useful life. Provide a Technical Memorandum summarizing the assessment methodology, findings, and best alternatives/options for equipment repair or replacement. Include a timeline, and cost estimate for each rehabilitation/replacement option on a Time and Material basis. An

outline of major system components to include in the Technical Memorandum (but not limited to these items) is as follows.

- Site 1a: Storage vessels, supply line configuration, priority sequencing cabinet, dome-loaded regulator panel, and all PRV's and bleed valves associated with fuel storage.
- Site 1b: Compressor skid, compressors, existing coalescing gas filter/dryer system (Xebec), blowdown tank, associated PRV's for gas supply, and compressor PRV piping system.
- Site 3: All electrical conduits, compressor control system, entire Emergency Shutdown System (ESD) system, paddle switches, power supply conductors and 480 station feeder panel.
- Site 1-4: Confirm adequacy of supply line sizing between compression skid to fuel dispensing stations.
- Site 4: Analyze condition of the time-fill fueling stations; nozzles, controls, and appurtenances.
- Filter Banks: Engineering analysis of the potential need for additional Coalescing Filter Bank and if so, appropriate location, sizing, and appurtenances that will be required.
- E-Stop System Analysis: Analyze existing emergency stop system for safety, ease of access, and integration with existing, and potential future facilities.
- Painting and Corrosion Protection: Analyze and recommend appropriate painting and corrosion protection for each area of the CNG facilities.
- Other Sites: All appurtenances related to the CNG Fueling Station.

### **TASK 1.3 - FACILITY UPGRADES & MODIFICATIONS**

The Contractor shall provide the engineering design and installation for the following upgrades and modifications. For the purposes of estimating the contractor's efforts, the Contractor shall assume that two design submittals, (60% and 100% plans and specifications as applicable), shall be provided to the City for review and comment prior to finalizing the submittals for the improvements. An updated flow schematic and Process and Instrumentation Diagram (PID) shall be included in the submittals.

#### ***Task 1.3.1 – Dome-Loaded Regulator Panel Upgrade (Site 1)***

Replace the dome-loaded regulator panel including stainless steel tubing and temperature compensation system. The proposal should provide a recommendation on the best alternative for the temperature compensation system.

#### ***Task 1.3.2 – Hose Replacement at Time-fill Stations (Site 4)***

Remove the twelve (12) fill/vent hoses from all Six (6) of the time-fill posts. New conductive fill/vent hoses should be furnished and installed to serve the anticipated fill demand. The hoses to be furnished shall be per the following specifications: Parker Parflex or approved equal. Fill nozzles shall be replaced as needed.

#### ***Task 1.3.3 – Emergency Shutdown System Improvements (Site 3)***

Install upgrades to the ESD (Emergency Shutdown System) identified in Task 1.2. See Attachment 9 for Location of Existing Emergency Stop Buttons.

Currently the ESD system only shuts down compressors under the following conditions:

- Manual Shutdown: Someone activates any of the ESD buttons at dispensers, east wall of car wash near fuel islands, or ESD mounted adjacent to entrance to CNG compressor skid.
- Auto Shutdown: Compressor's pressure reducing valves on both unit's 4 stages are each tied together so if any of the four compressor stages over pressurize it will shut down the faulty compressor.

Although compressors can be shut down either manually or automatically, there is currently no leak detection and no ESD for a leak. In the event of a leak between storage and dispensers, there is no ESD to stop the flow of gas to dispenser posts. One potential solution is the addition of a solenoid valve between storage and time-fill posts that is tied to the ESD system. This option should be included in the condition assessment's rehabilitation options together with other identified facilities upgrade recommendations for the ESD system. Confirm that the ESD meets the latest codes and describe the assumptions of any work to be performed in Tab E: Project Plan.

#### ***Task 1.3.4 – Fast Fill Dispenser Removal (Site 2)***

Depressurize and isolate supply pipelines to the out-of-service fast-fill dispenser. Control valves feeding the fast-fill dispenser at the existing priority/sequencing valve panel near the compressor skid (Site 1) shall be closed and capped. Remove the unused fast fill dispenser system and associated above ground piping and appurtenances at fuel island. Minimize the amount of asphalt concrete disturbed during the removal process.

#### ***TASK 1.3.5 – CNG Compressors (Optimize Operation) (Site 1)***

Provide an option for optimizing the run strategy and reduce the intermittent starting and stopping of the CNG compressors. Evaluate if a lead-lag system with compressors set to alternate would make sense. Each compressor might be set to run longer (and independently) with the goal of mitigating the risks of wear and tear on the compressors. The proposer shall develop an operational strategy, including a control strategy for accomplishing the modifications. Include a modified process schematic, identify the on-site improvements required, and outline the steps to achieve this goal.

### ***TASK 1.3.6 – As-built, Diagram and Drawings***

Contractor to prepare As-built drawings for the existing CNG Fueling Station including all upgrades on the different components. Include company logo on drawing, underground facility, plan view of facility, and details of various components that have been upgraded or modified. The Contractor shall keep the drawings up-to-date at all times during construction and upon completion of the project, submit their As-built drawings to the City with the Contractor's certification as to the accuracy of the information. All As-built drawings submitted shall be titled "AS-BUILT" above the title block and dated. Contractor shall provide three (3) drawings on D size (22 inches by 34 inches) used for construction of CNG fueling station. Contractor shall also provide one (1) electronic copy of the as-built in PDF and CAD on USB flash drive.

### ***TASK 1.3.7 – Truck Defueling Station***

Contractor to provide options and location for truck defueling station. Defueling is required whenever work on the CNG fuel tanks or non-isolated fuel system components is being performed within a major repair garage. Most commonly, defueling is performed using a defueling post or station. This device incorporates a hose and connections that allow the onboard tank to discharge through a vent to atmosphere or to a station with CNG fueling infrastructure. Defueling to a CNG station is preferred, as it enables the recapture of most of the defueled gas.

## **TASK 1.4 - FACILITY MAINTENANCE PLAN DEVELOPMENT**

Develop an overall maintenance plan for the CNG fueling station facilities including a schedule of activities and a description of maintenance activities and frequency to ensure reliability and compliance are met. The City plans to enter into an Agreement with the successful proposer for a three (3) year routine maintenance contract for the CNG fueling station facilities with an option for extending the contract another two (2) years.

The following facilities and regularly scheduled tasks shall be included in the facility maintenance contract agreement.

- Site 1: Storage vessels, supply line, priority sequencing cabinet, and all PRVs and bleed valves associated with fuel storage, Dome-Loaded Regulator Panel. Compressor skid, compressors, gas filter/dryer system, blowdown tank, associated PRV's for gas supply, and compressor PRV piping system. Compressor control system.

Test pressure relief valves (PRV) annually. Section 541(a)(6) in Title 8 of the California Code of Regulations specifies all safety relief devices in CNG vehicular fueling systems shall be tested at least annually and maintained in proper operating condition. Describe testing procedures that will be utilized. Maintenance reports shall be provided to City staff. City currently owns spare Mercer and Crosby PRV's to rotate out annually for all storage vessels. City also owns one spare set of compressor PRV's to be alternated every three (3) years between compressors 1 and 2.

- Site 3: All electrical conduits, compressor control system, entire Emergency Shutdown System (ESD) system, paddle switches, power supply conductors and 480 station feeder panel.

- Site 4: Time fill posts and supply line from station to dispensers.

Hoses should be tested monthly for electrical continuity, pressure tested for leaks, and visually inspected for damage/wear. Please consult the tag with the manufacturer's product specific data on the new fill/vent hose for further maintenance details. CNG compressors, Xebec Molecular sieve dryer, elements, compressor controls, ESD system, blowdown tank, oil recovery tank. Describe testing procedures that will be utilized. Maintenance reports shall be provided to City staff.

- Other Sites: All appurtenances related to the CNG Fueling System.

## **PHASE 2 – OPTIONAL UPGRADES AND MODIFICATIONS**

Phase 2 will incorporate optional modifications and upgrades to the CNG system outlined below. Contractor will develop options, recommendations and budgets for the Phase 2 work during the Phase 1 condition assessment. The project understanding (Tab D) and project plan (Tab E) should detail the approach, assumptions, and methodology that will be used to develop the condition assessment analysis and recommendations for Phase 2.

### **TASK 2.1 – CNG COMPRESSORS (SITE 1)**

Based on the results of the condition assessment, this task may consist of rehabilitation of the CNG compressors. In the event that the Compressors cannot be rehabilitated to yield a long term reliable system, the City may select to replace the compressors entirely. This portion of the work, shall be up to the sole discretion of the City and shall be a determination made by the City, after the Phase 1 tasks of this RFP have been completed and been in operation for 24 months.

This task may consist of replacing the current 50 scfm Ingersoll Rand compressors with either new compressors or an entirely new package skid at the same system pressure of 3600 psi. The Contractor shall provide the engineering and installation, for this upgrade. For the purposes of estimating the contractors efforts, the Contractor shall assume that two design submittals, (60% and 100% plans and specifications), shall be provided to the City for review and comment, prior to finalizing the submittals for the improvement's. An updated flow schematic and PID shall be included in the submittals.

### **TASK 2.2 – COALESCING FILTER BANK (NEAR SITE 4)**

Based on the results of condition assessment this task includes design and installation of a new coalescing filter bank near time-fill fueling stations to increase protection due to compressor oil carryover. The coalescing filters shall be provided per the following specifications: Parker Finite Coalescing filters sized appropriately for full pressure drop demand potential of time fill dispensers. Filters shall include block and bleed valves (Swagelok) for oil capture tube system. Additionally filters shall be plumbed with isolation valves immediately up and downstream of housings for coalescing filter inspections.

### **TASK 2.3 – PAINTING AND CORROSION PROTECTION (SITE 1)**

Based on the results of the condition assessment, and City’s approval, this task may consist of new coatings to provide protection from external corrosion of the steel piping and other appurtenances. Contractor should include a description of the methodology for development of recommendations (specifications for) the appropriate coating system and installation techniques required.

### **TASK 2.4 – CNG VENT OUTLET MODIFICATIONS (SITE 1)**

Confirm that CNG vent outlets are at least ten (10) feet above finish grade in accordance with Section 541(b)(2) in Title 8 of the California Code of Regulations. It appears that some may not be at least ten (10) feet tall. Modify any CNG vents that do not comply with the minimum height requirement in Title 8. For the purposes of estimating the effort for this task, Contractor shall determine the number of PRVs to be modified and assume a minimum of two (2) PRVs will have to be modified to meet the code requirements and be cognizant that additional vents may be required.

## **6.0 PROPOSAL FORMAT REQUIREMENTS**

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing Contractor wishes to include that is not specifically requested should be included in an appendix to the proposal.

Contractors are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Excessive information will not be considered favorably. Unauthorized conditions, omissions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

### **6.1 PART 1 –TECHNICAL PROPOSAL**

Part 1 of the Proposal must be sealed separately from Part 2 of the Proposal. Section 7 provides submittal instructions.

**Cover Letter** with the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)

- Contact Person, Telephone Number, Fax Number, and Email Address

**TAB A: Firm's Qualifications (3 double sided pages maximum)**

Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm's staff. Include the firm's organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.

**TAB B: Experience and References (2 double sided pages maximum)**

Provide a summary of your firm's experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons' names, addresses and telephone numbers. Public sector references are preferred.

Contractors shall also demonstrate a minimum of five (5) years direct experience working on fuel pumps, compressors, and CNG filtration system. Such work experience must be direct, and the work must have been performed by the Contractors's own crews. The Contractor must have experience performing rehabilitation work on medium size or larger CNG facilities with total compressor capacity of 50 scfm or larger, or performed at least other jobs similar in size and scope to the work specified herein. Any work performed by subcontractors will not be considered direct contractor experience.

**TAB C: Qualifications of Team (2 double sided pages maximum)**

Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-consultant or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed in Attachment 3. Include subconsultant's and subcontractor's assigned task(s) and experience. Full resumes may be included in the appendix.

**TAB D: Project Understanding (2 double sided pages maximum)**

Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City's stated goals. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project. City staff will assess your understanding of all aspects of the project based on the overview.



### **TAB E: Project Plan (8 double sided pages maximum)**

Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub-consultants and sub-contractors. List any necessary equipment, training or installation services required.

As applicable, the Contractor shall provide clear and detailed descriptions of the approach and procedures that will be implemented in completing the scope of services. These procedures shall completely conform with the requirements laid out in Technical Requirements Section of this RFP.

### **TAB F: Required Statements/Documents**

Include the following required statements and forms in Tab F.

- Executed copy of Proposer's Certification (Attachment 1)
- Contractor Licenses (Attachment 2)
- Subcontractor List (Attachment 3)
- Noncollusion Declaration (Attachment 5)
- Assurance of Designated Project Team (Attachment 11)
- No Conflict of Interest Declaration (Attachment 12)
- Proprietary Information Statement per Section 10.23 (Attachment 13)
- Provide a statement indicating your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 10.7**). Please note that actual certificates of insurance are not required as part of your submittal.

### **TAB G: Exceptions**

Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (**Attachment 4**). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm.

### **TAB H: Appendix**

Include additional information and documents in this section as needed. May include, but not limited to:

- Resumes of key staff and Subcontractors. Page Limit: none.
- Miscellaneous attachments as needed.

## 6.2 PART 2 – COST PROPOSAL AND FINANCIAL INFORMATION

Part 2 of the Proposal must be sealed separately from Part 1 of the Proposal. Section 7 provides submittal instructions. Part 2 should contain the following items.

### Cost Proposal

The Cost Proposal shall be provided in a table format that identifies the key project team member(s) proposed for each task and sub-task and the number of management, engineering, technical, drafting and support personnel hours and cost envisioned for each task. The hourly rate, name of team member and staff classification shall be included in the column headings of the spreadsheet. Define any reimbursable expenses requested to be paid by the City. Identify all other costs to be billed to the project including project expenses (no mark-ups on expenses will be allowed) and sub-consultant costs. Include any proposed mark-up for sub-consultant fees. Include a copy of the proposed rate schedule(s) to be used throughout the duration of the project including any adjustments which are predicted to occur during the life of the project. In order to facilitate the assessment of cost proposals, all proposals shall be formatted such that the tasks listed in the “Scope of Services” Section (Tasks 1.1 through 1.4), shall be utilized. Additional sub-tasks may be created in the cost proposals at the proposing firm’s discretion to provide additional definition of major activities to be accomplished.

### Financial Data

The City wants to ensure that the successful Contractor has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain. Also, furnish a statement of financial resources demonstrating that the Contractor has the ability to maintain a staff of regular employees, sub-consultants or sub-contractors adequate to insure continuous performance of work, and demonstrating that the equipment for the work contemplated is sufficient, adequate and suitable.

### Optional Confidential Envelope – Proprietary Information.

Optional “Confidential” Envelope. If a Proposer desires to claim a **privilege against public disclosure** as described in Section 11.23, for a trade secret or other proprietary information, such information must be submitted with the Proposal in a separate envelope marked “confidential.” This confidential envelope should be included in Part 2 Envelope (or container). City Staff will ensure that this Confidential Envelope is reviewed by the City Attorney’s office for future handling.

## **7.0 SUBMITTAL INSTRUCTIONS**

### **7.1 Submittal Package Structure and Contents**

**There are two parts to the Bid Proposal.** Part 1 is the Proposer's Technical Proposal and Required Proposal Form Attachments. Part 2 is the Cost Proposal and Proposing Company's financial information. Part 1 should be submitted in a separate sealed envelope from Part 2's sealed envelope. Both sealed envelopes shall be submitted simultaneously before the Bid Proposal submission deadline.

Your submittal package shall include the following:

#### **Envelope 1 (or Container 1)**

- One (1) original and seven (7) printed copies of your Part 1 – Firm's Qualifications and Technical Proposal, and
- One (1) electronic copy of your entire Part 1 proposal in PDF format on flash drives or other electronic media.

#### **Envelope 2 (or Container 2)**

- One (1) original copy of Cost Proposal and Confidential Financial data; and
- One (1) electronic copy of your entire Part 2- Cost Proposal without Confidential Financial data in PDF format on a USB flash drive.
- Optional "Confidential" Envelope. If a Proposer desires to claim a **privilege against public disclosure** as described in Section 11.23, for a trade secret or other proprietary information, such information must be submitted with the Proposal in a separate envelope marked "confidential." This confidential envelope should be included in Part 2 Envelope (or container). City Staff will ensure that this Confidential Envelope is reviewed by the City Attorney's office for future handling.

### **7.2 Proposal Deadline**

Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP.

### **7.3 Labeling**

Each submittal envelope/container (Part 1 and Part 2) must include the City's "Sealed Proposal" label. In addition to the City's label, clearly mark each envelope as either Part 1 or Part 2. See Attachment 10 for "Sealed Proposal" label.

### **7.4 Proposal Delivery Address**

Proposals shall be submitted ONLY to:

City of Roseville  
Attn: City Clerk Department  
311 Vernon Street  
Roseville, CA 95678

Faxed and/or emailed proposals will not be accepted.

The City shall not be responsible for proposals delivered to a person or location other than that specified herein.

Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. **No exceptions.**

### **7.5 Minor Irregularities**

The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

### **7.6 Department of Industrial Relations Contractor Registration:**

No contractor or subcontractor may be listed on a proposal for or work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their proposal. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## **8.0 EVALUATION CRITERIA**

The proposals will be evaluated based on Contractor's experience, qualifications, Project Understanding, Proposed Plan, and References. The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

Table 2: Proposal Scoring

<b>Tab</b>	<b>Evaluation Criteria</b>	<b>Maximum Points Possible</b>
A	Firm's Qualifications	20
B	Experience and References	15
C	Qualifications of Team	20
D	Project Understanding	20
E	Project Plan	25
F	Required Statements Documents	Pass/Fail
	Total Score:	100

## **9.0 SELECTION PROCESS**

### **9.1 Award of Contract**

Award of the RFP shall be made to the responsible proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. A master score sheet shall be created based on the evaluation panel's initial evaluation. Proposals shall be scored according to the criteria stated in the RFP.

### **9.2 Selection Committee**

Proposals submitted will be reviewed by a selection committee. Contractors that have submitted the best and most complete proposals may be invited to an interview. The number of Contractors invited to an interview may vary depending upon the number of proposals submitted.

Should the City elect to conduct interviews with any proposers, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process: a) Quality of presentation, b) Ability to meet the City's business goals, c) Communication style.

The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Contractor might propose.

### **9.3 Contract Negotiation**

A contract will be negotiated with the Contractor considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the Contractor considered next best in meeting the City's needs for this particular project.

### **9.4 Contract Execution**

The selected Contractor will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.

### **9.5 City Council Approval**

The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.

### **9.6 City's Right to Reject All Proposals**

The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Contractor(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

The City reserves the right to seek clarification on any or all proposal submittals to ensure the RFP specifications are met. Proposals may be rejected from any proposer who does not comply with the City's request for clarification.

### **9.7 Notice of Intent (NOI)**

Once a decision has been made to award the contract, then a formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.

### **9.8 License, Permits, and Certifications**

A City of Roseville business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

Contractors are not required to have a City of Roseville Business license to submit a Proposal; however, it will be required before executing a Contract. Contractors may apply for a business license at: <https://www.roseville.ca.us/government/departments/finance/licensing/business>

## **10.0 GENERAL TERMS & CONDITIONS**

### **10.1 Standard Contract**

Upon completion of the evaluation and recommendation for award, the selected Contractor will be required to execute an agreement prepared by the City, a sample of which is included as **Attachment 4**.

### **10.2 Independent Contractor**

At all times the Contractor shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorneys' fees), and damage of any kind related to such matters.

### **10.3 Non-Appropriation**

The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

### **10.4 Conflict of Interest**

The Contractor shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such

person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Contractors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Contractor or the Contractor's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Contractor has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

#### **10.5 Undue Influence**

The Contractor shall warrant via an executed Proposer's Certification (**Attachment 1**) that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Contractor, or from any officer, employee or agent of the Contractor, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

#### **10.6 Non-Collusion**

Contractors submitting proposals shall warrant via an executed Proposer's Certification (**Attachment 1**) that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-consultants or sub-contractors. For construction contracts, proposers shall submit a properly completed and executed "Non-collusion Declaration" which is attached as **Attachment 5**.

#### **10.7 Indemnification & Insurance Requirements**

The City's standard indemnification and insurance requirements are provided in the sample contract, included in **Attachment 4**. All costs of complying with the insurance requirements shall be as included in your pricing. The selected Contractor shall provide complete and valid insurance certificates within ten (10) days of the City's written request. Failure to provide the documents within the time stated may result in rejection of the Contractor's proposal. Alterations to the terms and conditions shall not be allowed.

#### **10.8 Cost of Preparing Proposal**

The City will not pay any costs incurred by any Contractor in preparing or submitting a proposal in response to this RFP.

## **10.9 Proposals Property of the City**

All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.

## **10.10 Proposals are Public Records**

All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made.

## **10.11 Protests**

### **A. Protest Requirements**

Any Proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the City Clerk's office. The protest must be received in writing by the City Clerk's office within seven (7) calendar days after such aggrieved Proposer 1) knows or should have known of the facts giving rise thereto or 2) the date of the notice of intent to award, whichever is sooner. In no event shall a protest be allowed after an award has been made by City Council. If the seventh calendar day falls on a weekend or City holiday, the protesting party may submit the protest prior to close of business on the first business day following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.

### **B. Grounds for Protest**

1. The alleged grounds for protest shall be limited to the following: (a) computation errors, (b) violations of local, state, or federal law, or (c) the City failed to follow the procedures specified in this Policy.
2. The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

### **C. Administrative Review**

Upon receipt of the protest and after determining the protest was properly filed, the Department Director shall provide a copy of the protest to other proposers who might become aggrieved as a result of the protest and issue a written decision within fourteen (14) calendar days after receipt of the protest. The protest will be evaluated by the Department Director, the City Attorney's Office, and the Purchasing Manager. The protesting proposer shall promptly provide any information requested by City staff as part of such investigation. The decision shall either deny or uphold the protest and include reasons for the decision. The written decision shall be final.



#### **D. Stay of Action During a Protest**

In the event a protest is filed under Section 10.11, the City shall not proceed further with the award of the contract until the protest is resolved, unless:

1. The Director of Central Services makes a determination that the award of the contract without delay is necessary to protect a substantial interest of the City, or
2. The City decides to reject all proposals and issue a new RFP.

#### **10.12 Rejection of RFP**

The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any Contractor in response to any RFP. This RFP does not constitute any form of offer to contract.

#### **10.13 Multiple Award.**

The City reserves the right to award the contract to multiple contractors when applicable.

#### **10.14 Increasing/Decreasing Portions of RFP**

The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.

#### **10.15 Rejection as Non-Responsive**

Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.

#### **10.16 Modifying RFP**

The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.

#### **10.17 No Proposal Accepted**

If no proposal is accepted, the City may elect to have the services performed in some other manner.

#### **10.18 Rejecting Team Members, Firms or Sub-contractors**

The City reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.

#### **10.19 Local Business, Small Business, Minority and Women Owned Business.**

Although no preferences will be given, the City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.

### **10.20 Withdrawal of Proposals**

Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office. Proposals submitted will become property of the City after the proposal submission deadline.

Proposals may not be withdrawn for ninety (90) days after the due date unless the City enters into a contract with another Contractor prior to the expiration of that ninety (90) day period.

### **10.21 Electronic Transmittals**

No electronic mail, telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.

### **10.22 Proposal Postponement and Amendment.**

The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City's web site. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City's RFP list for this material/service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.

### **10.23 Proprietary Information**

Proposers submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a separate envelope marked "confidential." The City Attorney's Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Contractor shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "confidential" portion of the proposal.

### **10.24 Right to Request Additional Information**

During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original proposal submitted by the specific proposer and will be used by the City in evaluating the proposal and will not be shared with other proposers during the evaluation and negotiation process.

### **10.25 Modification of Proposals**

Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

### **10.26 Examination of Contract Documents.**

Each proposer shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as **Attachment 4**, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a proposal shall constitute acknowledgement, upon which the City may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.

### **10.27 Non-Discrimination**

The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that the City's contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, medical condition, and all other categories protected by law. Upon acceptance of a proposal, the City may request that the selected Contractor sign a statement affirming its compliance with this policy.

### **10.28 No Assignment or Modifications**

This awarded contract is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein Contractor shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of the City. The Agreement may be modified only by a written amendment signed by the parties.

### **10.29 Bankruptcy**

Upon filing for any bankruptcy or insolvency proceeding whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.

### **10.30 Bonds**

The successful Contractor will be required to provide a **100% Faithful Performance Bond and a 100% Labor and Materials Bond** using the City's forms.

## Attachment 1 - PROPOSER'S CERTIFICATION

### CNG Fueling Station Upgrade and Maintenance Plan Phase 1 and Phase 2

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Type of Organization:

☐ Sole Proprietorship      ☐ Corporation      ☐ State of Incorporation  
☐ Partnership      ☐ Limited Liability Company

The undersigned Proposer acknowledges receipt, understanding, and full consideration of the following Addenda:

Table 1.1 – Acknowledgement of Addenda

Addendum Number	Addendum Date	Signature of Proposer

Certification if proposing firm is a **Sole Proprietorship**:

Name (typed or printed):			
By:			
		(Individual's signature)	
Doing business as:			
Business Address:			
Phone Number:	( )	FAX Number:	( )
Email Address of Authorized Representative:			

Certification if proposing firm is a **Partnership**

Partnership Name (typed or printed):			
By:			
		(Signature of general partner- attach evidence of authority to sign)	
Name (typed or printed):			
Business Address:			
Phone Number:	( )	FAX Number:	( )
Email Address of Authorized Representative:			

Certification if proposing firm is a **Corporation**:

Corporation Name (typed or printed):			
State of Incorporation:			
By:			
		(Signature - attach evidence of authority to sign – Board Resolution)	
Name (typed or printed):			
Title:			
(CORPORATE SEAL)			
Attest:			
		(Signature of Corporate Secretary)	
Name:			
Date of Qualification to do business:			
Business Address:			
Phone Number:	(    )	FAX Number:	(    )
Email Address of Authorized Representative:			

\*If person executing on behalf of a Corporation is not the President or Vice President, evidence of authority to sign on behalf of Corporation must be attached.

Certification if proposing firm is a **Limited Liability Company**:

Limited Liability Company Name :			
By:			
		(Signature of Managing Member - attach evidence of authority to bind the LLC under the LLC's articles of organization)	
Name (typed or printed):			
Title:			
Business Address:			
Phone Number:	(    )	FAX Number:	(    )
Email Address of Authorized Representative:			

**\*\*END OF ATTACHMENT 1\*\***

## Attachment 2 - LICENSES and DIR REGISTRATION

### CNG Fueling Station Upgrade and Maintenance Plan Phase 1 and Phase 2

List the licenses held by your company and/or employees. The following representations are made under penalty of perjury.

#### A. CONTRACTOR'S LICENSES

CA State License No.	Name on License	Class/Type	Expiration Date

#### B. CITY OF ROSEEVILL BUSINESS LICENSE

Contractors are not required to have a City of Roseville Business license to submit a Proposal; however, it will be required before executing a contract. Contractors may apply for a business license at: <https://www.roseville.ca.us/government/departments/finance/licensing/business>

Do you currently have a City of Roseville Business License? \_\_\_\_\_ Yes \_\_\_\_\_ No

City License No. \_\_\_\_\_

#### C. DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTOR REGISTRATION

**\*For Public Works Projects (SB854):** Contractors must register with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. The contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their Proposal. Contractors may register at:

<http://www.dir.ca.gov/public-works/publicworks.html>

DIR contractor registration number and expiration date:

No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**\*\*END OF ATTACHMENT 2\*\***



### Attachment 3 - SUBCONTRACTOR LIST

If subcontractors will not be used, proposer must write "NONE". For construction contracts, in accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, Contractors must list the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater.

Table 3-1: Statement of Subcontractors

Work to be done by Subcontractor	Percent of Total GMP	Name of Subcontractor	Place of Business (City and State)	CSLB Contractor License Number	DIR Registration Number, and Expiration Date

**\*\*END OF ATTACHMENT 3**

## Attachment 4 – SAMPLE CONTRACT



PURCHASING  
CITY OF ROSEVILLE

### SERVICE AGREEMENT

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747  
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5738

SERVICE AGREEMENT

No: \_\_\_\_\_

SERVICE LOCATION: \_\_\_\_\_

REQ. NO.: \_\_\_\_\_ DATE: \_\_\_\_\_

**SUBMIT ALL INVOICES TO:**  
CITY OF ROSEVILLE  
Finance Department  
311 Vernon Street  
Roseville, CA 95678

Contractor No.:  
Telephone No.:  
Email address:  
Contractor:

Fax: \_\_\_\_\_

Department: \_\_\_\_\_

Acct. Code: \_\_\_\_\_

Buyer:  
Phone: \_\_\_\_\_

Start Date	Terms	Completion Date	Insurance Limits	Contact
			Approved by Risk Mgt.	

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

SAMPLE

Total Cost of Service: \$ \_\_\_\_\_

**ATTENTION:** Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Roseville Business License No.: \_\_\_\_\_ Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☐ CORPORATION

CONTRACTOR: \_\_\_\_\_  
SIGNATURE PRINT NAME TITLE

CONTRACTOR: \_\_\_\_\_  
SIGNATURE PRINT NAME TITLE

By: \_\_\_\_\_  
Dominick Casey, City Manager  
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days' written notice. City's termination shall be without further liability to City, however Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to [www.roseville.ca.us/stormwater](http://www.roseville.ca.us/stormwater) for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
18. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

*City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements or if required by law.*





**ATTACHMENT A**  
**HUMAN RESOURCES/RISK MANAGEMENT DIVISION**  
**INSURANCE REQUIREMENTS**  
**SERVICE AGREEMENTS OVER \$22,790 OR INVOLVING HIGH RISK**  
**ACTIVITIES**

**General - Required Coverage/Documentation**

- General Liability: \$1 Million per occurrence  
\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory \*Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville -Insurance Compliance  
PO Box 100085-R1, Duluth, GA 30096

**Additional Liability Requirements if required by Agreement (and marked below):**

<input type="checkbox"/> Construction	<input checked="" type="checkbox"/> Design Professional	<input type="checkbox"/> Chemical/Environmental
General Liability: \$2 Million/occurrence \$4 Million aggregate	General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
<input type="checkbox"/> IT Services	<input type="checkbox"/> Professional Consultant	<input type="checkbox"/> Hazardous Materials
Professional Liability: \$1 Million/occurrence No auto required	Professional Liability: \$1 Million/occurrence	Pollution Liability: \$1 Million/occurrence
<input type="checkbox"/> Special Events/Caterers-Vendors	<input type="checkbox"/> Professional Counseling/Psychological	<input type="checkbox"/> Pyrotechnics
No auto required No workers' comp required	Professional Liability: \$1 Million/occurrence No auto required	General Liability: \$5 Million/occurrence \$10 Million aggregate Auto - \$2 Million/Occurrence

**Insurance Submission Process**

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

**How It Works**

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to [roseville@ebix.com](mailto:roseville@ebix.com) or by fax to (770) 325-5727. After faxing or emailing the certificate, please **DO NOT** send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

**Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239**  
**Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202**

## Attachment 5 – NONCOLLUSION DECLARATION

### NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing Proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

---

(Signature of Declarant)

**\*\*\*END OF ATTACHMENT 5\*\***

## **Attachment 6 – ASSEMBLY BILL NO. 626**

### **CHAPTER 810**

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with  
Secretary of State September 29, 2016.]

### **LEGISLATIVE COUNSEL'S DIGEST**

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of \$375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read: 9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit



corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
- (ii) The Department of Transportation as to any project under the jurisdiction of that department.
- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may

demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable ~~procedures~~ outside this section.
- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish

reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SEC. 2. The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SEC. 3. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

**\*\*END OF ATTACHMENT 6\*\***

## Attachment 7 - MAP & ELEVATION OF EXISTING FACILITIES





Site 1. Storage Vessels and Gas Compression Skid



Site 2. Unused Fast-Fill Station



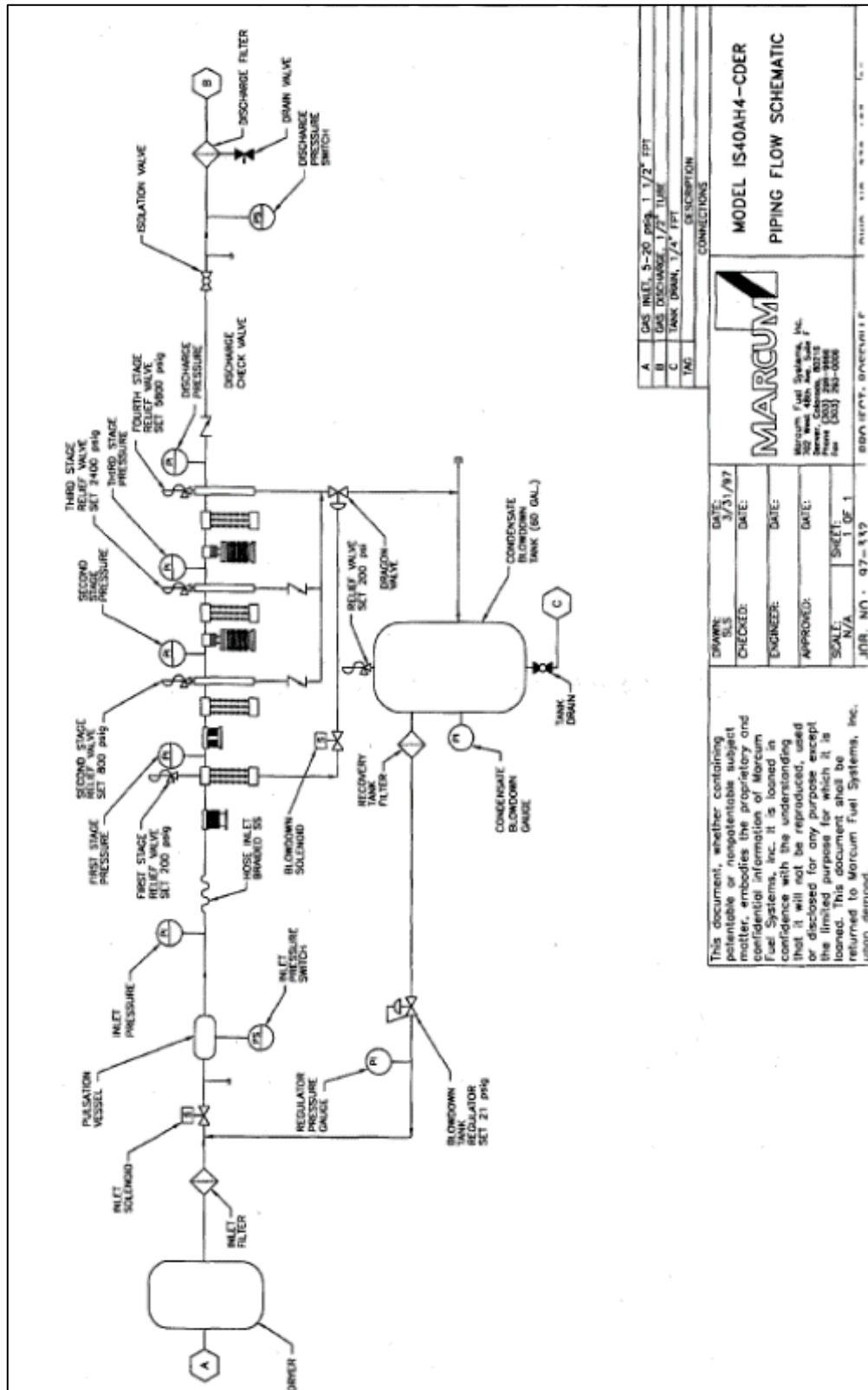
Site 3. Existing Emergency Stop Switch

Site 4. Time-Fill Stations; Six (6) posts with two (2) nozzles per post

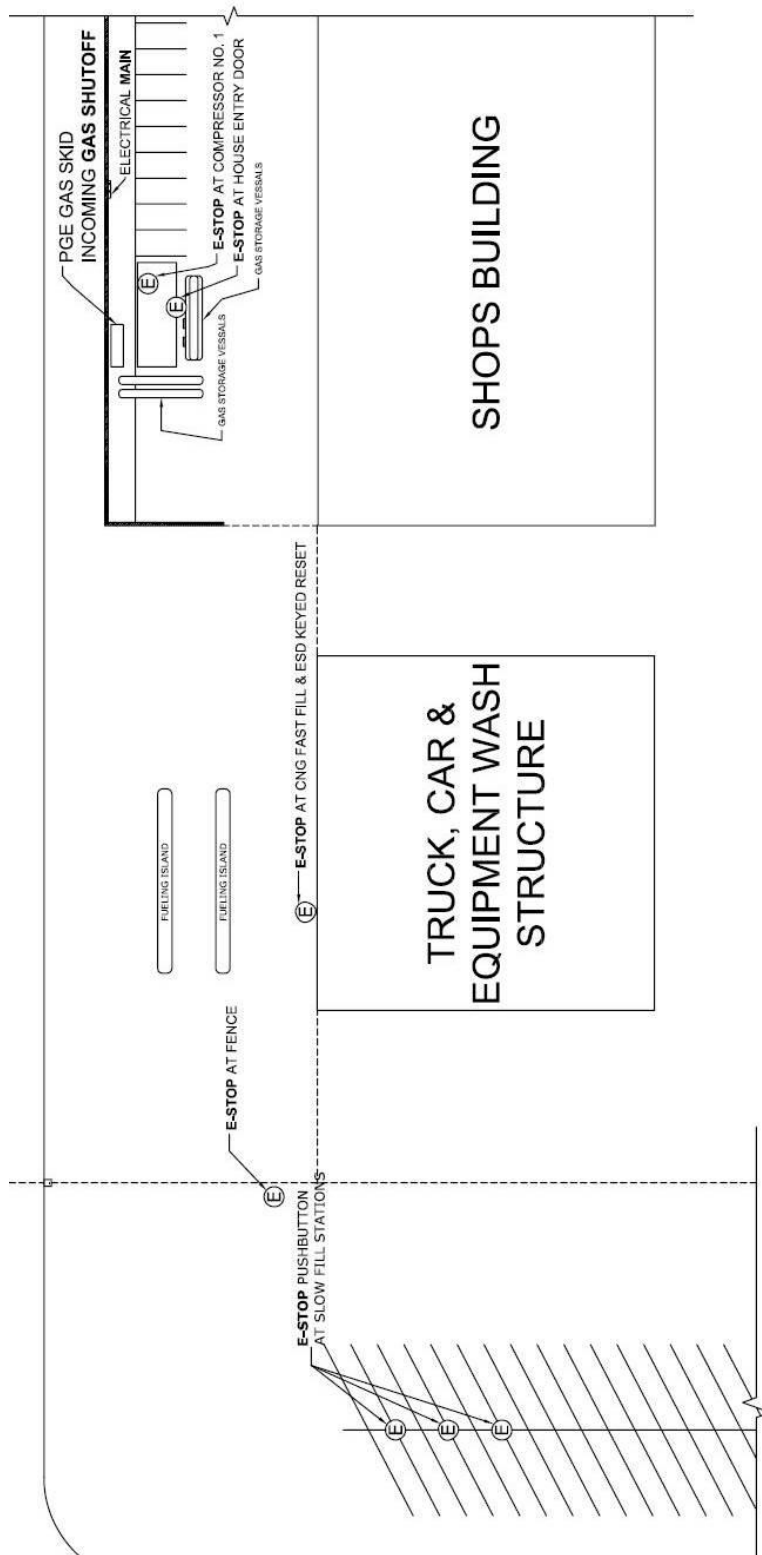




## Attachment 8 – PROCESS AND INSTRUMENTATION DIAGRAM



## Attachment 9 – LOCATION OF EXISTING EMERGENCY STOP BUTTONS





Attachment 10 – PROPOSAL ENVELOPE LABEL

**SEALED PROPOSAL**



**IMPORTANT  
NOTICE TO  
PROPOSER**

The envelope containing your proposal **MUST** have:

1. Your name and address in the **UPPER** left corner.
2. This label on the **LOWER** left corner.

RFP NAME

PROPOSAL DUE DATE

PROPOSAL DUE TIME

\_\_\_\_ A.M. \_\_\_\_ P.M.  
PROPOSAL FOR

**TIME SENSITIVE. DELIVER TO  
CITY CLERK IMMEDIATELY.**

## **Attachment 11 - ASSURANCE OF DESIGNATED PROJECT TEAM**

The undersigned Proposer certifies that the designated project team, including subcontractors, will be used for this Project. Departure or reassignment of, or substitution for, any member of the designated project team or subcontractors shall not be made without the prior written approval of the City.

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NAME OF BUSINESS

---

SIGNATURE

---

NAME & TITLE, TYPED OR PRINTED

---

MAILING ADDRESS

---

TELEPHONE NUMBER

---

EMAIL

**\*\*END OF ATTACHMENT 11\*\***

## Attachment 12 –NO CONFLICT OF INTEREST DECLARATION

The undersigned Proposer certifies that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such work without immediate divulgence of such fact to the City. Proposers submitting a Proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Proposer or the Proposer's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. **If a Proposer has no conflicts of interest, a statement to that effect must be added to this ATTACHMENT 12.** Violation of this section shall be a material breach of the Agreement entitling the City to any and all remedies by law or in equity.

The undersigned Proposer certifies that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the Agreement that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Proposer, or from any officer, employee or agent of the Proposer, in connection with the award of the Agreement or any Work to be conducted as a result of this RFP. Violation of these requirements shall be a material breach of the Contract entitling the City to any and all remedies by law or in equity.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

---

(Signature of Declarant)

**\*\*END OF ATTACHMENT 12\*\***

### **Attachment 13 – PROPRIETARY INFORMATION STATEMENT**

Complete and sign one of the following statements.

#### **No Proprietary Information**

Contractor hereby certifies that nothing contained in the submitted Proposal is to be proprietary information.

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NAME OF BUSINESS

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SIGNATURE

---

NAME & TITLE, TYPED OR PRINTED

#### **Existence of Proprietary Information.**

Contractor desires to claim a privilege against public disclosure for a trade secret or other proprietary information.

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NAME OF BUSINESS

---

SIGNATURE

---

NAME & TITLE, TYPED OR PRINTED

**\*\*END OF ATTACHMENT 13\*\***