



Dear Prospective Vendor:

**If you intend to submit a bid or proposal, please contact Sandra Hernandez at [shernandez@simivalley.org](mailto:shernandez@simivalley.org) and provide your name, address, telephone number, fax number, and E-mail address.**

**Please reference specification # CST 2017-01 in your message.**

The City will use this information to notify you of any addenda to these documents. Without this information, the City has no way of identifying who may have outdated or incomplete copies. It is the prospective vendor's responsibility to ensure the most complete and current versions of the documents are obtained, including any addenda.



# CITY OF SIMI VALLEY

## NOTICE INVITING BIDS

The City of Simi Valley, Department of Community Services, is inviting bids pursuant to Specification No. CST 2017-01 for Manufacturer Recommended Annual Preventive Maintenance of Two (2) Compressed Natural Gas (CNG) Compressors and Regular Weekly Monitoring and Maintenance of the CNG Fueling Facility and Ancillary Equipment

Additional information may be obtained by contacting:

City of Simi Valley  
Jennifer Mellon, Deputy Community Services Director  
Department of Community Services  
Simi Valley Transit  
(805) 583-6483

**All bids must be sealed and submitted at or before 3:30 p.m., February 13, 2017 to the following:**

Deputy Director/Support Services  
Department of Administrative Services  
City of Simi Valley  
2929 Tapo Canyon Road  
Simi Valley, CA 93063

NOTE: Please mark the outside of the envelope (and express shipment envelope, if applicable):

Professional Consultant Services  
CNG Fueling Facility Maintenance  
Specification No. CST 2017-01  
**February 13, 2017, 3:30 p.m.**

## NOTICE INVITING BIDS – CONTINUED

The regular weekly monitoring and maintenance of the CNG Fueling Facility and ancillary equipment will be financed by funds from the Federal Transit Administration (FTA). Accordingly, the following third-party contract clauses are applicable to all contracts. All bidders must be able to comply with the Federal requirements beginning on page 9 of this bid package and if those requirements change then the most recent requirements shall apply to the project as required.

Bids received after the date and time specified above will be returned to the Bidders unopened.

Parties interested in obtaining a copy of this Notice Inviting Bids (NIB) Specification No. CST 2017-01 may do so by visiting the City's website at <http://www.simivalley.org/bidsandproposals> and downloading the document. A request may also be submitted by emailing Sandra Hernandez at [shernandez@simivalley.org](mailto:shernandez@simivalley.org). Please include the following information:

- name of firm
- address
- contact person and title
- telephone number, facsimile number and e-mail address
- Notice Inviting Bids (NIB) Specification No. CST 2017-01

Questions with regard to this NIB should be submitted via e-mail to Jennifer Mellon, Deputy Community Services Director, at [jmellon@simivalley.org](mailto:jmellon@simivalley.org) by Friday, February 3, 2017. All firms sending questions will receive responses to all questions and any other addenda that may be released, via e-mail by Tuesday, February 7, 2017.

City staff shall be available on Friday, February 3, 2017 at 10:00 a.m. for a non-mandatory site visit. City of Simi Valley's Transit Division is located at 490 W. Los Angeles Avenue, Simi Valley, CA 93065. Please email Jennifer Mellon at [jmellon@simivalley.org](mailto:jmellon@simivalley.org) to notify if you will be attending.

The Bidder will be required to comply with all applicable equal opportunity laws and regulations.

Bidders shall ensure that in regard to this NIB, Disadvantaged Business Enterprises (DBE's) will be afforded full opportunity to compete for subcontracting work and will not be discriminated against on the grounds of race, color, age, national origin, ancestry, sex or religion or any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015, unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5, or unless the contractor or subcontractor qualifies for an exception from this requirement, for bid purposes only, as set forth in Labor Code section 1771.1(a). If contractor or subcontractor believes that such an exception in 1771.1(a) applies, it must provide the applicable exception(s) in its bid proposal. Even those contractors or subcontractors who qualify for an exception under 1771.1(a) must be registered with DIR at the time of award, if such award is made on or after April 1, 2015.

No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with DIR pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the DIR.

**CITY OF SIMI VALLEY**

**• SPECIFICATION NO. CST 2017-01 •**

MANUFACTURER RECOMMENDED ANNUAL PREVENTIVE MAINTENANCE OF TWO (2) COMPRESSED NATURAL GAS (CNG) COMPRESSORS AND REGULAR WEEKLY MONITORING AND MAINTENANCE OF THE CNG FUELING FACILITY AND ANCILLARY EQUIPMENT

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## **BID TERMS AND CONDITIONS**

### **• SPECIFICATION NO. CST 2017-01 •**

MANUFACTURER RECOMMENDED ANNUAL PREVENTIVE MAINTENANCE OF TWO (2) COMPRESSED NATURAL GAS (CNG) COMPRESSORS AND REGULAR WEEKLY MONITORING AND MAINTENANCE OF THE CNG FUELING FACILITY AND ANCILLARY EQUIPMENT

Requirement to Meet All Bid Provisions - Each bidder shall meet all of the specifications, bid terms and conditions, and all addenda. By virtue of the bid submission, the bidder acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the bid. Non-substantial deviations may be considered provided that the bidder submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is non-substantial will be determined by the City of Simi Valley in its sole discretion.

Communications Regarding Bid - All timely requests (timely request are those which the City, in its sole judgment, can reasonably respond to before the bid closing) for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such verbal communication shall not be binding on the City.

Bid Submission - Each bid must be submitted on the form(s) provided in the Bid. The Bid shall be enclosed in an envelope which shall be sealed and addressed to the Deputy Director/Support Services, City of Simi Valley, 2929 Tapo Canyon Road, Simi Valley, California 93063. In order to guard against premature opening, the Bid shall be clearly labeled with the bid title, name of bidder, and date and time of bid opening. If bid is delivered to the City via express delivery or other priority mail service, the above information must also be included on the outside shipment envelope.

Submission of One Bid Only - No individual, or business entity of any kind shall be allowed to make or file or to be interested in more than one bid, except an alternative bid when specifically requested. However, an individual who has quoted prices on materials to a bidder submitting a Bid is not thereby disqualified from quoting prices to other bidders submitting bids.

Bid Withdrawal - A bidder may withdraw its Bid without prejudice prior to the time specified for the bid opening by submitting a written request to the City's Deputy Director/ Support Services for its withdrawal. If this occurs the Bid will be returned to the bidder unopened. No Bid received after the time specified or at any place other than the place stated in the Notice Inviting Bids will be considered. All bids will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the bids.

Bid Quotes and Unit Price Extensions - The extensions of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Bid Submission Form(s). The Bid Submission Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any

item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform to the specified unit price.

Bid Retention and Award - The City reserves the right to retain all bids for a period of 30 days after the bid opening date for examination and comparison. The City also reserves the right to determine and waive non-substantial irregularities in any bid; to reject any or all bids; to reject one part of a bid and accept the other, except to the extent that the bids are qualified by specific limitations; and to make award to the lowest responsive and responsible bidder as the interest of the City may require.

Labor Actions - In the event that the successful bidder is experiencing a labor action at the time of the award of the bid (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said bidder is no longer the lowest responsible bidder and may accept the next acceptable low bid from a bidder that is not experiencing a labor action and declare it to be the lowest responsive and responsible bidder.

Contract Requirement - The bidder to whom award is made shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to the address given in the bid or within ten (10) calendar days after receipt by bidder of oral communication of the intent to award, whichever occurs first. The Contract shall be made in the form adopted by the City and incorporated in these specifications. The bidder warrants that bidder possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable; and further, bidder shall comply with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

Failure to Accept Contract - If upon notification of intent to award the bid by the City, the bidder fails to enter into the Contract within the specified time period, the pending award will be annulled. Any bid security will be forfeited in accordance with these Bid Terms and Conditions if a bidder's bond or security is required. An award may be made to the next lowest responsive and responsible bidder who shall fulfill every term and condition of the bid.

Business Tax - The City's Business Tax Ordinance requires that a Business Tax Receipt be obtained before any business, trade, profession, enterprise, establishment, occupation, or calling is conducted within the City. The amount of the tax is based on gross receipts resulting from business conducted in the City of Simi Valley and is required to be paid when business is conducted in the City even though the principal location of the business may be outside of the City or a Business Tax Receipt has been issued to them by another city. Issuance of a Business Tax Receipt is only evidence of the fact that the tax has been paid. It does not sanction or approve any operation not otherwise permitted. Verification that the bidder has a valid City of Simi Valley Business Tax Receipt will be obtained by the City prior to the execution of the contract. Additional information regarding the City's Business Tax program may be obtained by calling (805) 583-6736.

Recycled Purchase Requirement - Bidders are hereby notified that pursuant to the provisions of Sections 22150 – 22154 of the California Public Contract Code the City is required to purchase recycled products as defined in Section 12200 of the same Code if the product fitness and quality are equal to the nonrecycled product and available at the same or a lesser total cost than nonrecycled items. Bidders shall offer products and prices to the City that meets these requirements.

DIR Registration – In accordance with the provisions of California Labor Code Section 1771.1, as amended by SB 854, unless registered with the DIR (Department of Industrial Relations), a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public work on or after March 1, 2015, with certain exceptions as set forth in Labor Code 1771.1(a). Further, a public entity cannot award a public work contract to a non-registered contractor or subcontractor, effective April 1, 2015. As such, bidders must be registered with DIR. If any contractor or subcontractor listed in a bid or proposal is believed to be exempt from registration as set forth in Labor Code 1771.1(a), the bid proposal must set forth the claimed exemption. Failure to provide evidence of registration or of a valid exemption at the time of bid submittal shall render the bid as non-responsive and shall act as a bar to award the Contract to any bidder not registered with DIR.

Firm Pricing - The materials bid upon will be used by the City on an as needed basis during the entire term of the Contract. The prices bid for these items must be valid for the entire period indicated above unless otherwise conditioned by the bidder in the bid exceptions.

Quantities - The quantities indicated in the Detailed Bid Specifications/Bid Submission Form are estimates based on past purchasing experience, and will be used as not to exceed amounts for budgetary purposes only. Actual quantities of each item purchased during the period of this contract may vary up or down from these estimated amounts as required by the City.

Supplemental Purchases - Supplemental purchases may be made from the successful bidder during the contract term in addition to the items listed in the Detailed Bid Specifications/Bid Submission Form. For these supplemental purchases, the bidder shall not offer prices to the City in excess of the amounts offered to other government entities for the same item nor will the successful bidder purchase supplemental items without the prior written approval of City. If the bidder is willing to offer the City a standard discount on all supplemental purchases from its generally prevailing price structure during the contract term, this offer and the amount of discount on a percentage basis should be provided with the bid submission.

Non-Exclusive Contract - The City reserves the right to purchase the items/services listed in the Detailed Bid Specifications/Bid Submission Form, as well as any supplemental items/services, from other vendors during the contract term.

Unrestrictive Brand Names - Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications given for any item.

Delivery - All supplies or equipment to be provided under the terms and conditions of this bid shall be delivered F.O.B. to Simi Valley by the successful bidder and received by the City within 15 days after order by the City unless otherwise conditioned by the bidder in the bid exceptions.

Submission of References - Each bidder shall submit a statement of qualifications and references on the form provided in the bid package.

Statement of Contract Disqualifications - Each bidder shall submit a statement regarding any past governmental agency bidding or contract disqualifications on the form provided in the bid package.

Antitrust Claims - In accordance with Section 4552 of the Government Code, all bidders shall conform to the following requirements: in submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code] arising from purchases of goods, materials or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder, pursuant to the Contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor without further acknowledgment by the parties.

Prevailing Wages and Minority Group Skill Upgrade and Employment - Bidders are hereby notified that pursuant to the provisions of the California Labor Code the California Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract. Such wage scale is set forth at length in a Schedule of Prevailing Rates of Wages that is on file at the California Department of Industrial Relations and is available at [www.dir.ca.gov/DLSR/PWD/index.htm](http://www.dir.ca.gov/DLSR/PWD/index.htm). The published prevailing rates that the Contractor shall pay are hereby incorporated in and made a part of these Bid Terms and Conditions.

The Contractor to whom the Contract is awarded shall assist in locating, qualifying, hiring and increasing the skills of minority group employees and applicants for employment, as set forth in Executive Orders 11246 and 11375.

For Federally funded projects, the current Federal General Wage Determinations shall apply for this project as predetermined by the Secretary of Labor. If there is a difference in the Federal minimum wage rates and the California Department of Industrial Relations for similar classifications of labor, the Contractor and its subcontractors shall pay not less than the higher wage rate. The wage rate for any classification not listed by the Federal Department of Labor or the California Department of Industrial Relations, but which may be required to execute the Contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agencies determinations.

Buy America Requirements – For all Federally Funded projects, the "Buy America" requirements of Title 23 United States Code, Section 313 and the regulations adopted pursuant thereto shall apply.

Accuracy of Specifications - The specifications and the plans for this project are believed by the City to be accurate and to contain neither misrepresentation nor any concealment of any material fact. Bidders are cautioned to undertake an independent analysis of any test results in the specifications, as City does not guarantee the accuracy of its interpretation of test results contained in the bid package. In preparing its bid, bidder and all subcontractors named in bidder's proposal shall bear sole responsibility for bid preparation errors resulting from any misstatements or omissions in the plans and specifications which could have been ascertained by examining either the project site or accurate test data in the City's possession.

Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of bidder to inquire prior to bid submission. Failure to so inquire shall cause any such ambiguity or defect to be construed against the bidder and/or waiver of any defect by the bidder. An ambiguity or defect shall be considered patent if it is of such a nature that the bidder, assuming reasonable skill, ability, and diligence on bidder's part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify City in writing of bid specifications or plans defects or ambiguities prior to bid submission shall waive any right to assert said defects or ambiguities subsequent to submission of the bid.

To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided therefore in the bid.

In the event that, after awarding the bid, any dispute arises as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or over any other matter whatsoever, Contractor shall immediately notify City in writing and Contractor and all subcontractors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by City. Failure to provide the hereinbefore described written notice within one (1) working day of Contractor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

## INSURANCE REQUIREMENTS

### • SPECIFICATION NO. CST 2017-01 •

MANUFACTURER RECOMMENDED ANNUAL PREVENTIVE MAINTENANCE OF TWO (2) COMPRESSED NATURAL GAS (CNG) COMPRESSORS AND REGULAR WEEKLY MONITORING AND MAINTENANCE OF THE CNG FUELING FACILITY AND ANCILLARY EQUIPMENT

Insurance - The Contractor shall meet the following provisions (Sections 1 through 7) relating to insurance coverages.

1. General Conditions - Without limiting the Contractor's indemnification of City, Contractor shall provide and maintain at its own expense the insurance listed under Section 7 (Evidence of Coverages) covering its operations, subject to the following conditions:
  - a) The City, its Boards, Officers, Agents, and Employees shall be included as additional insureds in all liability insurance policies and endorsements thereto except for Workers' Compensation and Professional Errors and Omissions. The City shall be named Loss Payee as its interest may appear in all property insurance.
  - b) Such insurance shall be primary with respect to any insurance maintained by City and shall not call on City's insurance for contributions.
  - c) With respect to the interests of the City, the Contractor's insurance shall not be canceled nor reduced in coverage or limits until after thirty (30) days written notice shall have been sent by certified mail (return receipt requested) to the City of Simi Valley, Department of Community Services, 2929 Tapo Canyon Road, Simi Valley, California 93063, and shall contain an unequivocal clause so stating.
  - d) A City approved endorsement or certified copy of insurance policy providing coverage shall be submitted to and approved by the City's Risk Manager prior to commencement of any work or tenancy.
2. Workers' Compensation - The Contractor shall procure and maintain, during the life of the contract, workers' compensation insurance or a valid certificate of consent to self-insure for all its employees engaged on or at the site of the project. In case any of the work is sublet, the Contractor shall require all subcontractors to similarly provide workers' compensation insurance for all the latter's employees unless such employees are covered by protection afforded by workers' compensation insurance carried by the Contractor.

By submitting a bid pursuant to these specifications, Contractor hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation.

3. Aggregate Limits/Blanket Coverage - If any of the required insurance coverages contain aggregate limits or apply to other operations or tenancy of the Contractor outside these specifications, Contractor shall give City prompt, written notice of any incident, occurrence, claim, settlement, or judgment against that insurance which may diminish the protection that such insurance affords the City. Contractor shall further take immediate steps restoring such aggregate limits or shall provide other insurance protection for such aggregate limits.
4. Modification of Coverage - The City reserves the right at any time during the term of any contract executed with the Contractor pursuant to these specifications (Contract) to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days written notice. If such change should result in a premium increase in excess of ten (10%) percent to Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to the City.
5. Failure to Procure or Maintain Insurance - Contractor's failure to procure or maintain required insurance program shall constitute a material breach of contract under which the City may immediately terminate the Contract or, at its discretion, procure or renew such insurance to protect the City's interests and pay any and all premiums in connection therewith, and recover all monies so paid from Contractor, or deduct all monies so paid from payments due Contractor.
6. Underlying Insurance - Contractor shall be responsible for requiring indemnification and insurance from its employees receiving mileage allowance, consultants, agents, and subcontractors, if any, to protect the Contractor's and the City's interests, and for ensuring that such persons comply with any applicable insurance statutes. Contractor is encouraged to seek professional advice in this regard.
7. Evidence of Coverages - Evidence of coverages (as checked below) having as a minimum the limits shown must be submitted and approved prior to commencement of work or any tenancy. Amounts shown are Combined Single Limit (CSL). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

<u>Description</u>	<u>Limits</u>
<input checked="" type="checkbox"/> Workers' Compensation	Statutory
<input type="checkbox"/> Employer's Liability	<u>\$500,000</u>
<input type="checkbox"/> Waiver of Subrogation	
<input checked="" type="checkbox"/> General Liability (must be written on an Occurrence Form)	<u>\$2 Million</u>
<input type="checkbox"/> Premises and Operations	

- (X) Contractual Liability
- (X) Independent Contractors
- (X) Products/Completed Operations
- (X) Broad Form Property Damage
- (X) Personal Injury
- (X) Broad Form Liability Endorsement
- (X) Explosion Hazard
- (X) Collapse/Underground Hazard

Automobile Liability (must be written on an Occurrence Form)

\$2 Million

- (X) Owned Automobiles
- (X) Nonowned/Hired Automobiles
- ( ) Garagekeeper's Legal Liability

**REQUIRED  
FTA THIRD-PARTY CONTRACT CLAUSES**

**• SPECIFICATION NO. CST 2017-01 •**

MANUFACTURER RECOMMENDED ANNUAL PREVENTIVE MAINTENANCE OF TWO (2) COMPRESSED NATURAL GAS (CNG) COMPRESSORS AND REGULAR WEEKLY MONITORING AND MAINTENANCE OF THE CNG FUELING FACILITY AND ANCILLARY EQUIPMENT

This project will be financed by funds from the Federal Transit Administration (FTA). Accordingly, the following third-party contract clauses are applicable to all contracts. Federal requirements apply to this contract and if those requirements change then the most recent requirements shall apply to the project as required.

By signing and submitting the Summary Bid Submission form with BID, BIDDER certifies that they have read, understand and will comply with the Federal contract requirements identified below.

**1. Fly America Requirements:**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation

**2. Energy Conservation:**

The Energy Conservation requirements are applicable to all contracts.

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

**3. Clean Water:**

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **4. Lobbying:**

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock, Professional Service Contracts, Operational Service Contract, and Turnkey Contracts.

*Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City.*

#### **APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

## **5. Access to Records and Reports:**

Access to Records - The following access to records requirements apply to this Contract:

- a. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- c. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- d. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- e. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- f. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or

settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

- g. FTA does not require the inclusion of these requirements in subcontracts.

## **6. Federal Changes:**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the grant agreements between the City of Simi Valley and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Failure by the Contractor to so comply shall constitute a material breach of this Contract.

## **7. Clean Air:**

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **8. Davis-Bacon and Copeland Anti-Kickback Acts**

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that “at least partly are financed by a loan or grant from the Federal Government.” 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). ‘Construction,’ for purposes of the Acts, includes “actual construction, alteration and/or repair, including painting and decorating.” 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted

by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The City of Simi Valley shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor,

applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**(3) Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of Simi Valley for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

2. (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**(4) Apprentices and trainees -** (i) *Apprentices* - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be

paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees* - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and

Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity* - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **9. Contract Work Hours and Safety Standards Act**

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3)(A)(iii)

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **10. No Government Obligations to Third Parties:**

The City of Simi Valley and the Contractor acknowledge and agree that, notwithstanding any occurrence by the Federal Government in or approval of this solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City of Simi Valley, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or part with Federal assistance provided by the Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **11. Program Fraud and False or Fraudulent Statements and Related Acts:**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

## **12. Termination:**

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for

termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

**(1) Termination for Convenience (Professional or Transit Service Contracts)**

The City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**(2) Termination for Default (Supplies and Service)**

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

**(3) Opportunity to Cure (General Provision)**

The City of Simi Valley in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**(4) Waiver of Remedies for any Breach**

In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

### **13. Government-wide Debarment and Suspension:**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the City of Simi Valley. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Simi Valley, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **14. Civil Rights Requirements:**

The Civil Rights Requirements apply to all contracts

#### **The following requirements apply to the underlying contract:**

(1) *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:

- a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C.

§ 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **15. Breaches and Dispute Resolution**

**Disputes** – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Simi Valley's Community Services Department. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Director, Community Services. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director, Community Services shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Simi Valley and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Simi Valley is located.

**Rights and Remedies** – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Simi Valley, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **16. Disadvantaged Business Enterprises (DBEs):**

(1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is in development. A separate contract goal has not been established for this procurement.

(2) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City of Simi Valley deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(3) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Simi Valley. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the City of Simi Valley and contractor's receipt of the partial retainage payment related to the subcontractor's work.

(4) The contractor must promptly notify City of Simi Valley, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City of Simi Valley.

**17. Incorporation of Federal Transit Administration (FTA) Terms:**

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding provisions. All contractual provisions required by the DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the City of Simi Valley, which would cause the City of Simi Valley to be in violation of the FTA terms and conditions.

**These Federal contract requirements will be included as Exhibit “D” in any contract resulting from this Bid process.**

## CITY OF SIMI VALLEY • BID SPECIFICATIONS

### • SPECIFICATION NO. CST 2017-01 •

MANUFACTURER RECOMMENDED ANNUAL PREVENTIVE MAINTENANCE OF TWO (2) COMPRESSED NATURAL GAS (CNG) COMPRESSORS AND REGULAR WEEKLY MONITORING AND MAINTENANCE OF THE CNG FUELING FACILITY AND ANCILLARY EQUIPMENT

### **SUMMARY OF SPECIFICATIONS**

The City of Simi Valley, Department of Community Services/Transit, is seeking bids for manufacturer recommended annual preventive maintenance of two (2) Compressed Natural Gas (CNG) compressors and regular weekly monitoring and maintenance of the CNG fueling facility and ancillary equipment.

The CNG fueling facility is at the Simi Valley Transit (SVT) yard, located at 490 West Los Angeles Avenue, Simi Valley, CA 93065. The CNG facility is operational 24-hours per day and provides time fill CNG fueling for the SVT internal fleet of vehicles.

### **1. General Information and Requirements**

- a. CONTRACTOR shall provide all materials and labor for the manufacturer recommended annual preventive maintenance and any additional repairs as needed during the regular weekly monitoring of two (2) CNG compressors and ensure each compressor is functional at the completion of the major maintenance.
- b. CONTRACTOR shall provide regular weekly monitoring and maintenance of the CNG fueling facility and ancillary equipment.
- c. CONTRACTOR shall ensure that one of the two (2) compressors remains operational at all times to meet SVT's operational needs. During the progress of the work, should a compressor shut down due to mechanical failure, CONTRACTOR shall work continuously and as long as necessary to return the compressor to operation.
- d. Only CONTRACTORS with a minimum of five (5) years' experience in the field of CNG Compressor repair/maintenance will be considered.
- e. All parts used must be new Greenfield/Sulzer certified parts or certified, manufacturer specific new parts as verified and approved by CITY.

### **2. Project Goals and Objectives**

The intent/purpose of the project is for the CONTRACTOR to complete the manufacturer recommended annual preventive maintenance of SVT Greenfield

Compressor A and Compressor B and to provide regular weekly monitoring and maintenance of the CNG fueling facility and ancillary equipment.

All maintenance work to both CNG compressors must be performed with no negative or adverse impact to the facility's normal business operations including existing vehicle fueling operations. The CNG compressors maintenance work must have minimum impact on surrounding neighbors and property relative to safety hazards, noise, liquid waste, and odors.

### **3. Description of the CNG Fueling Facility**

#### **a. Compressor System**

- Compressor A is a Greenfield/Sulzer compressor, manufactured by Atlas/Copco. Model C3U 209-54930, three-stage 260 scfm @ 100 psi suction pressure, 3600 psig discharge, 100 HP electric motor, air cooled, and blowdown tank.
- Compressor B is a Greenfield/Sulzer compressor, manufactured by Atlas/Copco. Model C4U 112-55457, four-stage 166 scfm @ 55 psi suction pressure, 3600 psig discharge, 75 HP electric motor, air cooled, and blowdown tank.
- Related skid-mounted equipment includes 200 psig blowdown recovery system, discharge coalescer filters, suction filter, suction pulsation bottle, discharge pulsation bottle, and integrated interstage/aftercooler, fan section, and all related tubing, and piping.
- The two motor control panels, which are next to the compressor skids, house the motor starter/controllers, programmable logic controllers, ESD controllers, modems, timers, and electronic temperature compensation systems.

#### **b. Gas Dryer**

- Xebec model STCNG-14.
- Suction side, single tower, heat regenerative system.
- Includes bypass capability for off-line servicing, and dew point detector.

#### **c. Time-Fill System**

- PLC based electronic temperature compensation system for 3600-psig fills temperature compensated to 70 degrees F.
- Twenty-six (26) single bank hose post assemblies for time-fill fueling.
- All hoses equipped with NGV-1, Type 2 nozzles, 3600 psi.

d. Additional Information

- Three position ESD system, including one located next to the electric generator and two on the exterior wall of the vehicle maintenance building across from time-fill NGV parking area.
- Per the manufacturer's (Atlas/Copco) recommendation, a comprehensive 10,000 hour overhaul of both compressors, and major maintenance work on the Xebec dryer was performed in 2011.
- As of December 31, 2016, Compressor A has a total of 15,896 cumulative hours and Compressor B has a total of 15,625 cumulative hours.

**4. Professional Weekly Monitoring and Maintenance Scope of Work Requirements**

a. Initial maintenance shall be conducted within one week of Contract Execution by CONTRACTOR and shall consist of a full analysis and inspection of the units with SVT and City Maintenance representatives. Any concerns or issues shall be brought to the attention to CITY.

b. Weekly Professional Monitoring and Maintenance Service

- Upon arrival at SVT, sign in with the Transit Secretary.
- Check oil levels and add oil as needed.
- Check and, if necessary, drain discharge coalescer filters.
- Perform visual inspection of overall system, including drive belts, hoses, hose retractors and hose nozzles.
- Maintain a written log of at least the following information: meter hours; inlet gas pressure; interstage and discharge operating pressures; blowdown vessel pressure; ambient temperature; vehicle-fill and reference pressures for one semi fast-fill hose (time-fill hose modified with valve for fast-fill) and twenty-five (25) time-fill hoses.
- Check oil and condensation from blowdown vessel. Drain if necessary.
- Check oil and condensation from discharge pulsation bottles. Drain if necessary.
- Check and record run hours of each compressor.
- Completed additional services that may be required on a bi-weekly, monthly, quarterly, and annual basis as listed per the manufacturers' specifications and/or as listed in this specification.
- Complete service log for each compressor, making applicable recommendations/comments.

- Before leaving the facility, sign out and leave all paperwork with the Transit Secretary.
- c. Bi-weekly Professional Monitoring and Maintenance Service – Additional Tasks. Listed below are services to be performed bi-weekly. These services are in addition to the services listed above
- Check both compressors for leaks.
  - Check and record all pressures and temperatures while machines are running.
  - Record findings in log book for each compressor.
  - Check oil level in crankcase.
  - Check for oil discoloration.
  - Drain blowdown tank.
  - Drain mechanical seal bottles/check leak rate.
  - Check and record run hours of each compressor.
  - Check condition of each refueling hose and nozzle. Replace if necessary.
  - Drain discharge coalescing filters.
  - Check start-up pressure of each compressor.
  - Check shut-down pressure of each compressor.
  - Check vehicle fill pressures.
  - Check cooler fins for dirt and/or blockage. Clean if necessary.
- d. Monthly Professional Monitoring and Maintenance Service – Additional Tasks. Listed below are services to be performed monthly. These services are in addition to the services listed above.
- Check drive belt tension on each compressor and adjust if necessary.
  - Check suction particulate filters.
  - Check particulate filters at discharge.
  - Perform detailed visual inspection for cracks and leaks at all tube fittings, joints, unions, and dispenser hoses.
  - Maintain a written log of at least the following information: Load voltage; discharge psig for all stages; suction operating temperature at all stages; discharge operating temperature at all stages, discharge temperatures; compressor oil pressure (operating minus suction equals effective psi); captive receiver pressure (standby minus operating equals pressure rise); compressor oil temperature (temp into cooler, temp out of cooler, temp compressor crankcase); compressor switch settings: (1) hardwire shut-downs (high discharge pressure, high suction pressure, low suction pressure, high discharge temperature); (2) PLC shut-

- downs (high suction pressure, low suction pressure, high discharge temperature); and (3) PLC controls (compressor start pressure, compressor stop pressure).
- Verification of the full functionality of the compressor shut down notification system.
- e. Third Month of Professional Monitoring and Maintenance Service – Additional Tasks. Listed below are services to be performed in the third month of the contract. These services are in addition to the services listed above.
- Check the operation of the “breakaways” at the dispenser. Inspect and lubricate quick disconnects.
  - Check the set points and operation of all pressure and temperature switches.
  - Check belt tension.
  - Tighten compressor skid bolts.
  - Check 480-volt terminals in the MCC.
  - Inspect inlet filters.
  - Tighten valve drive mechanism screws.
  - Check vehicle priority valve set pressure.
  - Check operation of ESD valves.
  - Check operation of pneumatic actuators.
- f. Sixth Month of Professional Monitoring and Maintenance Service – Additional Tasks. Listed below are services to be performed in the sixth month of the contract. These services are in addition to the services listed above.
- Test all shutdown switches and systems.
  - Test all dispenser hoses for electrical continuity and inspect time-fill “breakaway” assemblies.
  - Tighten compressor skid bolts.
  - Tighten valve drive mechanism screws.
  - Verify temperature-compensated vehicle fill pressure.
  - Check operation of pneumatic actuators.
  - Steam clean/power wash compressor area, removing oil residue, if necessary.
- g. Ninth Month of Professional Monitoring and Maintenance Service – Additional Tasks. Listed below are services to be performed in the ninth month of the contract. These services are in addition to the services listed above.

- Check safety valves at compressor stations and dryer.
  - Check condition and tension of V-belts.
  - Grease drive motors.
  - Replace suction filter elements.
  - Replace interstage and discharge separator elements.
- h. Twelfth Month of Professional Monitoring and Maintenance Service – Additional Tasks. Listed below are services to be performed in the twelfth month of the contract. These services are in addition to the services listed above.
- Change compressor oil and filter.
  - Check piston-ring wear (oil rise in cylinders).
  - Clean oil reservoir and oil strainer.
  - Check suction and discharge filters.
  - Grease motor drive.
  - Check compressor valves and replace inner parts, as necessary.
  - Check and replace dryer filter elements.
  - Recalibrate dryer moisture probes.

**5. Annual Manufacturer Recommended Preventive Maintenance of two (2) Greenfield/Sulzer CNG Compressors**

Annual manufacturer preventive maintenance must be performed by Contractor in May of 2017.

- a. Upon arrival at SVT, sign in with the Transit Secretary.
- b. Contractor work on the compressors, which consist of Greenfield/Sulzer Compressors A and B, shall include, but not be limited to the following:
  - c. Replace all concentric valves in each of the stages on both compressors.
  - d. Replace all gaskets on both compressors.
  - e. Replace all filters and filter elements on both compressors.
  - f. Replace all drive belts on both compressors.
  - g. Change oil on both compressors.
  - h. Site cleanup and debris removal.

- i. Removal and disposal of all waste and liquids accumulated during the project.
- j. Complete service log for each compressor, making applicable recommendations/comments.
- k. Before leaving the facility, sign out and leave all paperwork with the Transit Secretary.

**6. Performance Testing**

SVT will provide CNG vehicles for test filling purposes at the completion of the annual manufacturer recommended preventive maintenance. Personnel will be provided to connect the CNG fueling nozzles to the CNG vehicles. Any equipment failures or safety incidents that may occur during this period will be the sole responsibility of the CONTRACTOR.

**7. SVT's Safety Rules & Safety Equipment**

The CONTRACTOR must observe and obey all safety rules and regulations prescribed by CAL-OSHA. The CONTRACTOR shall have the proper insurance covering SVT as additionally insured before performing any work on the property.

**8. Unscheduled Call-Outs for Service**

The CONTRACTOR will respond by phone to all calls for service within one (1) hour during normal working hours (8:00 a.m. – 5:00 p.m.) and within three (3) hours, after hours, weekends, and holidays. CITY will not consider premium pay for call-outs or other service calls.

**9. City Responsibility**

CITY will provide the following specific services in support of the project:

- a. CITY will reserve the right to approve and inspect all vendor equipment and parts selected by the CONTRACTOR.
- b. CITY will work with CONTRACTOR to coordinate and approve CONTRACTOR work schedule for performing professional maintenance services.
- c. CITY will provide, if needed, CNG vehicles necessary for the system flow and thruput certification testing by the CONTRACTOR

# CITY OF SIMI VALLEY • SUMMARY BID SUBMISSION FORM

## • SPECIFICATION NO. CST 2017-01 •

MANUFACTURER RECOMMENDED ANNUAL PREVENTIVE MAINTENANCE OF TWO (2) COMPRESSED NATURAL GAS (CNG) COMPRESSORS AND REGULAR WEEKLY MONITORING AND MAINTENANCE OF THE CNG FUELING FACILITY AND ANCILLARY EQUIPMENT

Date \_\_\_\_\_

TO: Deputy Director/Support Services  
City of Simi Valley  
2929 Tapo Canyon Road  
Simi Valley, CA 93063

The undersigned declares that he or she has carefully examined Specification No. CST 2017-01 accompanying the invitation to bid and is thoroughly familiar with the contents thereof; is authorized to represent the bidding firm; and proposes to deliver, F.O.B. Simi Valley:

1. **Bid Item:** Manufacturer Recommended Annual Preventive Maintenance of Two (2) Compressed Natural Gas (CNG) Compressors and Regular Weekly Monitoring and Maintenance of the CNG Fueling Facility and Ancillary Equipment.
2. **Firm Pricing:** Per FTA Best Practices Manual, "**There is a fixed-price element to the time & materials contract - the fixed hourly billing rates. But these contracts also operate as cost-type contracts in the sense that labor hours to be worked, and paid for, are flexible. Materials are billed at cost**". Fixed price includes labor rates as well as any parts deemed necessary for preventive maintenance at prescribed intervals, as described in said Specification, which is made a part of this proposal, quoted herein in full:

**Per FTA regulations, any parts or materials related to additional repair work are to be billed at cost.**

**Note:** An Excel version of the following bid worksheet is posted as a separate document for use with bid submittal (Do not use the form included within this document for your submittal).

## Simi Valley Transit CNG Fueling Facility Maintenance Bid Worksheet

Vendor Name:

Fully equipped and as described in said Specification, which is made a part of this bid, quoted herein in full:

SECTION A:				Enter Unit Price
Description	Units	Unit Price	Annual Cost	
Fixed Monthly Charge for Weekly Maintenance Cost of the CNG Fueling Facility and Equipment: Labor <b>(Price must incorporate all requirements noted within RFP specifications.)</b>	12		\$	-
<b>Estimated Parts (Routine supplies &amp; Unexpected repairs)</b>			\$	15,000.00
Annual Manufacturer Recommended Preventive Maintenance of two (2) Greenfield/ Sulzer CNG Equipment: Labor	1		\$	-
<b>Estimated Parts for Annual Preventive Maintenance</b>			\$	30,000.00
<b>SUBTOTAL</b>			\$	45,000.00
SECTION B:				Enter Unit Estimate
Description	Estimated Units	Unit Price	Annual Cost	
1. Hourly rate charge for additional call outs	100		\$	-
<b>SUBTOTAL</b>			\$	-
SECTION A:			\$	45,000.00
SECTION B:			\$	-
<b>Not-to-Exceed Bid Total</b>			\$	45,000.00

Estimates for routine supplies and parts based on prior year expenditures. These are fixed numbers in the spreadsheet based on actual prior year expenditures. City understands these amounts are subject to change during the term of the agreement. City does not have any parts stock or consumables for the equipment maintained as part of this Bid. Current Ventura County Sales Tax will apply to parts but not freight or labor per this Bid.

\*Note: Quantities for Section B are estimated annual quantities and may be adjusted based on budget constraints or other factors. The City/District does not guarantee the actual annual quantities.

**3. Proposed Subcontractors:**

Name: \_\_\_\_\_ DIR Registration # \_\_\_\_\_

Name: \_\_\_\_\_ DIR Registration # \_\_\_\_\_

Name: \_\_\_\_\_ DIR Registration # \_\_\_\_\_

**4. Additional Bid Provisions:**

a. This bid does not include Federal Excise Taxes or License Fees.

b. THE ONLY EXCEPTIONS FROM THE SPECIFICATIONS ARE:

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

The dollar amounts reflected above will be verified and the City will correct any calculation errors. Only the unit price will be considered as representing the bidder's intention and the total will be corrected to conform to the specified unit price.

**(Note: The City is not obligated to accept any deviations or exceptions from the specifications, and may at the City's sole discretion reject any such deviations or exceptions.)**

Firm Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

DIR Registration # \_\_\_\_\_

Signature \_\_\_\_\_

**5. FTA Third Party Contract Clause Certification:**

By signing below, BIDDER certifies that they have read, understand and will comply with the Federal contract requirements identified in the FTA Third Party Contract Clauses included within the scope of this BID and which will be included as Exhibit "D" in any contract resulting from this BID process.

\_\_\_\_\_  
Signature of Authorized Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Bidder

\_\_\_\_\_  
Title

Firm Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

Address: \_\_\_\_\_

**STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES**

The bidder is required to state the bidder's financial ability and a general description of similar work performed.

Required Qualifications: Bidders must have satisfactorily completed at least three municipal projects in the last five years of comparable size to the scope of this project.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: \_\_\_\_\_.

List and describe fully the last three contracts performed by your firm which demonstrate your ability to complete the work included within the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: \_\_\_\_\_

Contact Individual: \_\_\_\_\_ Phone No. \_\_\_\_\_

Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of work done:  
\_\_\_\_\_  
\_\_\_\_\_

Reference No. 2

Customer Name: \_\_\_\_\_

Contact Individual: \_\_\_\_\_ Phone No. \_\_\_\_\_

Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of work done:  
\_\_\_\_\_  
\_\_\_\_\_

**STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES CONT.**

Reference No. 3

Customer Name: \_\_\_\_\_

Contact Individual: \_\_\_\_\_ Phone No. \_\_\_\_\_

Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of work done:  
\_\_\_\_\_  
\_\_\_\_\_

**STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS**

Pursuant to Section 10162 of the Public Contract Code the bidder shall state whether such bidder, any officer or employee of such bidder who has a proprietary interest in such bidder has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation; and if so, explain the circumstances.

- 1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, explain the circumstances.

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Executed on \_\_\_\_\_ at \_\_\_\_\_, California.

I declare, under penalty of perjury, that the foregoing is true and correct.

\_\_\_\_\_  
Signature(s) of Authorized Bidder

\_\_\_\_\_  
Signature(s) of Authorized Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**NONCOLLUSION DECLARATION TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid. The bid 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].

**Note:** The above Noncollusion Affidavit is part of the Proposal. THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THE PROPOSAL STATEMENT shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

WORKERS COMPENSATION INSURANCE CERTIFICATE

Section 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

“I am aware of the Provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACT BETWEEN THE CITY OF SIMI VALLEY AND  
\_\_\_\_\_ FOR \_\_\_\_\_ MANUFACTURER  
RECOMMENDED ANNUAL PREVENTIVE MAINTENANCE OF  
TWO (2) COMPRESSED NATURAL GAS (CNG)  
COMPRESSORS AND REGULAR WEEKLY MONITORING  
AND MAINTENANCE OF THE CNG FUELING FACILITY AND  
ANCILLARY EQUIPMENT

THIS CONTRACT is made and entered into in the City of Simi Valley on this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the CITY OF SIMI VALLEY, a municipal corporation, hereinafter referred to as CITY, and \_\_\_\_\_, a (type of business entity), hereinafter referred to as CONTRACTOR.

**RECITALS**

WHEREAS, on \_\_\_\_\_, 2017, CITY invited bids for the Manufacturer Recommended annual preventative maintenance of two (2) Compressed Natural Gas (CNG) compressors and regular weekly monitoring and maintenance of the CNG fueling facility and ancillary equipment per Specification No. CST 2017-01; and

WHEREAS, pursuant to the bid invitation, CONTRACTOR submitted a bid which was accepted by CITY for the said project.

**AGREEMENT**

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are a part of this CONTRACT.

2. **Term.** The term of this CONTRACT shall be for one (1) year from the date this CONTRACT is made and entered, as first written above.

3. **Description of Supplies, Equipment, Materials, or Services.** This CONTRACT is for annual manufacturer recommended preventive maintenance of two (2) compressed natural gas (CNG) compressors and regular weekly monitoring and maintenance of the CNG fueling facility and ancillary equipment. Contractor agrees to perform the services more specifically set forth in the "Bid Specifications" attached hereto and incorporated herein as Exhibit "A".

4. **Compensation and Payment.**

A. The CITY shall be obligated to pay CONTRACTOR based upon the unit and/or lump sum prices bid by CONTRACTOR, multiplied by the actual CITY authorized quantities received and accepted by CITY as contained in the (Summary Bid

Submission Form or other pricing as appropriate) attached hereto and incorporated herein as Exhibit "B".

B. The total compensation payable to CONTRACTOR by CITY for services under this CONTRACT shall not exceed the sum of \$\_\_\_\_\_ (the "Not-To-Exceed Amount"), and shall be earned as the work is completed. Payment will be made based on the rates contained as set forth in Exhibit "B" attached hereto and incorporated herein. CONTRACTOR acknowledges that CONTRACTOR is not guaranteed to receive the Not-To-Exceed Amount or any particular or minimum amount of compensation or work under this CONTRACT unless otherwise agreed to by the parties in writing..

C. After CONSULTANT has performed the services as specified in this CONTRACT, CITY shall be obligated to pay CONSULTANT based upon the actual CITY-authorized services received by CITY at the rates established as a part of this CONTRACT. In no event shall the total amount paid exceed the CONTRACT Not-to-Exceed Amount unless otherwise agreed to by the parties in writing.

D. Payments to the CONTRACTOR shall be made within 30 days after receipt of an original invoice from the CONTRACTOR and acceptance of the parts and/or services by CITY".

5. **CONTRACTOR Representations and Obligations.**

A. CONTRACTOR shall perform as required by this CONTRACT. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of this CONTRACT that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B. CONTRACTOR shall obey all Federal, State, local, and special district laws, ordinances, and regulations.

C. CONTRACTOR shall indemnify, defend, and hold CITY harmless from any claim that prevailing wages should have been paid pursuant to this CONTRACT, including federal prevailing wage requirements under the Davis-Bacon Act, if applicable and shall be liable for the payment of same and any penalties thereon.

D. CONTRACTOR shall abide by the CITY'S Business Tax Ordinance, of which proof of payment must be obtained prior to performance of this CONTRACT. CONTRACTOR shall maintain a valid Business Tax Certificate for the term of the CONTRACT.

E. The CONTRACTOR shall keep a tally of the cost for the work ordered by CITY. The CONTRACTOR shall not accept work orders from the CITY if the cost for the work will exceed the amount indicated above unless otherwise agreed to by the parties in writing.

F. Prevailing wage: The CONTRACTOR shall comply with all applicable California laws related to prevailing wage, including but not limited to California Labor Code 1720 et seq. and all other California prevailing wage laws and regulations, and all requirements, regulations or decisions of the California Department of Industrial Relations related thereto. CONTRACTOR further stipulates to follow all requirements and pay any penalties due, if any, under Section 1813 of the California Labor Code.

G. CONTRACTOR and all Subcontractors must be registered and remain registered with DIR (Department Industrial Relations) through the term of the CONTRACT in accordance with the California Labor Code ("Labor Code"), in particular Labor Code Section 1771.1, and any successor or replacement provision thereto. CONTRACTOR further agrees that it will follow all requirements and obligations set forth in Labor Code Section 1776.

6. **Audit.**

A. At any time during normal business hours and as often as the CITY may deem necessary, CONTRACTOR shall make available to CITY for inspection its records pertaining to this CONTRACT. CONTRACTOR shall permit CITY to audit, examine and/or reproduce such records. CONTRACTOR will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least three (3) years after termination or final payment under this CONTRACT. This paragraph shall survive for three (3) years after termination of this CONTRACT.

B. CITY shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to CITY as a condition precedent to any payment to CONTRACTOR.

7. **Hold Harmless and Indemnification.** CONTRACTOR shall defend, indemnify, and hold harmless CITY, its agents, officials, officers, representatives, and employees, from and against all claims, lawsuits, liabilities or damages of whatever nature arising out of or in connection with, or relating in any manner to any act or omission of CONTRACTOR, its agents, employees, and subcontractors, and employees thereof, pursuant to the performance or non-performance of this CONTRACT. The CONTRACTOR shall thoroughly investigate any and all claims and indemnify the CITY and do whatever is necessary to protect the CITY, its agents, officials, officers, representatives, and employees as to any such claims, lawsuits, liabilities, expenses, or damages arising out of this CONTRACT. The CITY shall be included as an Additional Insured in the automobile/liability insurance policies and endorsements of the CONTRACTOR. The CONTRACTOR must select an attorney acceptable to the CITY who will defend such proceeding and the CITY will control any litigation thereof. Such approval by the CITY will not be unreasonably withheld. This paragraph shall survive the termination of this CONTRACT.

8. **Amendments.** Any amendments, modifications, or variations from the provisions of this CONTRACT shall be in writing and shall be effective only upon mutual written approval by the Director of Community Services and CONTRACTOR except that any changes to the CONTRACT amount and term of the CONTRACT shall be effective

only upon mutual written approval by the City Manager or his designee, and CONTRACTOR.

9. **Anti-Discrimination.** In the performance of the terms of this CONTRACT, CONTRACTOR shall not engage in, nor permit subcontractors to engage in, discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

10. **Termination.** If, during the term of this CONTRACT, CITY determines that CONTRACTOR is not faithfully abiding by any term or condition contained herein, CITY may notify CONTRACTOR in writing of such defect or failure to perform. The notice must give to the CONTRACTOR a ten (10) day period of time thereafter in which to perform the work or cure the deficiency. If CONTRACTOR has not performed the work or cured said deficiency within the ten (10) days specified in the notice, such failure shall constitute a breach of this CONTRACT, and CITY may terminate this CONTRACT immediately by written notice to CONTRACTOR. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under this CONTRACT except, however, any and all obligations of CONTRACTOR'S surety shall remain in full force and effect and shall not be extinguished, reduced, or in any manner waived by the termination hereof. In such event, CONTRACTOR shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received CITY'S Notice of Termination, minus any damages, including liquidated damages if so provided herein, occasioned by such breach. CITY reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the CITY'S sole discretion, so as to permit a full and complete accounting of costs. For Convenience: CITY may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR when it is in the Government's best interest. The CITY shall be liable to the CONTRACTOR only for those fees accrued by the CONTRACTOR to the date CONTRACTOR receives the notice of termination. In such event, CONTRACTOR shall be entitled to the reasonable value of its services. In no event, however, shall CONTRACTOR be entitled to receive in excess of the CONTRACT amount.

11. **Complete CONTRACT.** This CONTRACT and its accompanying exhibits shall constitute the complete CONTRACT between the parties hereto. No verbal agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such verbal agreement, understanding, or representation be binding upon the parties hereto.

12. **Time of Performance.** Time is of the essence in this CONTRACT.

13. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, and any such assignment without said consent shall be void.

14. **Authority to Execute Contract.** Both CITY and CONTRACTOR do covenant that each individual executing this CONTRACT on behalf of each party is a person duly authorized and empowered to execute contracts for such party.

15. **Insurance.** CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, provide insurance as contained in Exhibit "C", incorporated herein. CONTRACTOR shall not commence work on the Services to be performed, until it submits proof of all insurance coverage as required.

16. **Third-Party Contract Clauses.** As the maintenance of the CNG Fueling Facility and Ancillary Equipment will be financed by funds from the Federal Transit Administration, CONTRACTOR is required to comply with the Third-Party Contract clauses, attached hereto and incorporated herein as Exhibit "D".

17. **Jurisdiction and Venue.** Jurisdiction is in an appropriate court in the State of California and venue lies in Ventura County, and the parties do not consent to arbitration. In the event of any dispute, each party shall bear its own fees and costs (including attorneys' fees). This CONTRACT shall be governed by California law, without regard to conflict of law principles.

18. **Non-Appropriation of Funds.** Payments due and payable to CONTRACTOR for current goods and/or services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY has not appropriated sufficient funds for payment of goods and/or services beyond the current fiscal year, this CONTRACT shall cover only those costs incurred up to the conclusion of the current fiscal year.

19. **Taxpayer Identification Number.** CONTRACTOR shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, form W-9 (latest revision), as issued by the Internal Revenue Service.

20. **Permits and Licenses.** CONTRACTOR, at its sole cost and expense, shall obtain and maintain during the term of this CONTRACT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of this CONTRACT.

21. **Waivers.** The waiver by one Party of any term or condition of this CONTRACT, or any breach thereof, shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

22. **Statement of Experience.** CONTRACTOR warrants that it will perform its Services with at least the due care, diligence and expertise generally accepted in its industry. CONTRACTOR also understands and agrees that it is being employed to perform the Services provided for by this CONTRACT because of CONTRACTOR'S professed expertise and experience in performing such Services. In addition,



**Approved as to Content:**

Title: \_\_\_\_\_

\_\_\_\_\_  
Eric J. Levitt, City Manager

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Connie Henes-Baird  
Deputy Director/Support Services

Title: \_\_\_\_\_

\_\_\_\_\_  
Sommer Barwick, Director

**EXHIBIT A  
BID SPECIFICATIONS**

**• SPECIFICATION NO. CST 2017-01 •**

MANUFACTURER RECOMMENDED ANNUAL PREVENTIVE MAINTENANCE OF TWO (2) COMPRESSED NATURAL GAS (CNG) COMPRESSORS AND REGULAR WEEKLY MONITORING AND MAINTENANCE OF THE CNG FUELING FACILITY AND ANCILLARY EQUIPMENT

*(The following space is reserved for the Exhibit details to be included in final contract.)*

**EXHIBIT B  
SUMMARY BID SUBMISSION FORM**

• SPECIFICATION NO. CST 2017-01 •

MANUFACTURER RECOMMENDED ANNUAL PREVENTIVE MAINTENANCE OF TWO (2) COMPRESSED NATURAL GAS (CNG) COMPRESSORS AND REGULAR WEEKLY MONITORING AND MAINTENANCE OF THE CNG FUELING FACILITY AND ANCILLARY EQUIPMENT

*(The following space is reserved for the Exhibit details to be included in final contract.)*

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

• SPECIFICATION NO. CST 2017-01 •

MANUFACTURER RECOMMENDED ANNUAL PREVENTIVE MAINTENANCE OF TWO (2) COMPRESSED NATURAL GAS (CNG) COMPRESSORS AND REGULAR WEEKLY MONITORING AND MAINTENANCE OF THE CNG FUELING FACILITY AND ANCILLARY EQUIPMENT

*(The following space is reserved for the Exhibit details to be included in final contract.)*

**EXHIBIT “D”**  
**REQUIRED FTA THIRD PARTY CONTRACT CLAUSES**

• SPECIFICATION NO. CST 2017-01 •

MANUFACTURER RECOMMENDED ANNUAL PREVENTIVE MAINTENANCE OF TWO (2) COMPRESSED NATURAL GAS (CNG) COMPRESSORS AND REGULAR WEEKLY MONITORING AND MAINTENANCE OF THE CNG FUELING FACILITY AND ANCILLARY EQUIPMENT

*(The following space is reserved for the Exhibit details to be included in final contract.)*