



**FINANCE DEPARTMENT  
PURCHASING UNIT**

**BID SPECIFICATIONS**

PRODUCT REQUIREMENTS CONTRACT FOR

**LIQUID NATURAL GAS (LNG) FUEL**

BID FILE NUMBER: 9475

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Procurement Specialist: ALEX NAZAROFF  
PHONE (559) 621-8361 or 621-1332  
FAX: (559) 457-1522

SCHEDULED BID OPENING: SEPTEMBER 25<sup>TH</sup>, 2018

## NOTICE INVITING BIDS

Sealed or electronic bids will be received at the office of the Purchasing Manager of the City of Fresno for the following:

### PRODUCT REQUIREMENTS CONTRACT FOR

### LIQUID NATURAL GAS (LNG) FUEL BID FILE NUMBER: 9475

all in accordance with the plans and/or specifications, delivered F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, to CITY OF FRESNO, VARIOUS SITES, FRESNO, CALIFORNIA 93706.

**Specifications for these items can be downloaded at the City's online website at:**

**<http://www.fresno.gov>. For Business (to the right of the screen), Bid Opportunities**

### **Bids can be submitted electronically or by paper only not via Fax.**

Bid Proposal forms, can be downloaded at the City's online website.

This Contract will be used primarily by FLEET Division. The Contract term is for TWO year(s), with provisions for THREE (3) 1-year extensions.

Bid Proposals must be filed electronically using Planet Bids, by mail or with the Purchasing Manager prior to the bid opening at 3 p.m. on Tuesday, SEPTEMBER 25<sup>TH</sup>, 2018, when the bids will be publicly opened and recorded. Electronically filed is defined as by means of electronic equipment or devices.

All proposals must be made on the Bid Proposal Form provided by the Purchasing Manager. A Bid Deposit, which can be provided separately, in the amount of **TEN PERCENT (10%) of the Total Net Bid Amount** (or, in bids with Add Alternates, the highest possible combination of the Base Bid Plus Add Alternates) in the form of a certified cashier's check, an irrevocable letter of credit, or a certificate of deposit or a bidder's bond executed by a corporate surety, admitted by the California Insurance Commissioner to do business in California, payable and acceptable to the City of Fresno; or the Bidder shall have registered with the Purchasing Manager of the City an annual bid bond sufficient to provide coverage in such amount. Bid Deposits will be refunded after a Contract has been executed with the successful Bidder or all bids have been rejected. Copies of Bid Deposits may be submitted electronically, with the exception of a cashier's check, which must be brought to the Purchasing Manager's office and labeled accordingly with bid number.

The City of Fresno hereby notifies all Bidders that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or on any other basis prohibited by law.

The meeting room is physically accessible. Services of an interpreter and additional accommodations such as assistive listening devices can be made available. Requests for accommodations should be made at least five working days but no later than 48 hours prior to the scheduled meeting/event. Please contact the Procurement Specialist listed on the cover at 559-621-1332 or through the Questions and Answers field on Planet Bids.

The City reserves the right to reject any and all bids.

## INSTRUCTIONS TO BIDDERS

BID PROPOSALS WILL BE CONSIDERED FOR AWARD ONLY IF THE BIDDER HAS COMPLIED WITH THE FOLLOWING:

Bid Proposals shall be submitted on the forms furnished by the Purchasing Manager, with all documents listed on the Bidder's Checklist, completely filled out, properly signed by the Bidder and delivered, under sealed cover, plainly marked or filed electronically via Planet Bids:

PRODUCT REQUIREMENTS CONTRACT FOR

**LIQUID NATURAL GAS (LNG) FUEL  
BID FILE NUMBER: 9475**

to the Office of the Purchasing Manager, 2600 Fresno Street, Room 2156, Fresno, California, 93721, or electronically filed utilizing Planet Bids prior to the date and time specified in the Notice Inviting Bids, when all bids will be publicly opened and recorded. Bids received at 3:00 p.m. or after will **not** be accepted. The time stamp in the Purchasing Unit will be the official clock for documenting the time of filing. Electronically filed is defined as by means of electronic equipment or devices.

In the event that both a paper and electronic bid for the same project are submitted, the City will use and accept the electronic version as the authorized submittal.

A Bid Deposit has been made in accordance with either paragraph (a) or paragraph (b). **A bid without a proper Bid Deposit will be automatically rejected and/or will not be read publicly at the bid opening.**

**Note: Company Checks are NOT acceptable**

- (a) **BID DEPOSIT.** Bidders must submit a Bid Deposit, which may be provided separately, in the amount of TEN PERCENT (10%) of the Total Net Bid Amount (or, in bids with Add Alternates, the highest possible combination of the Base Bid plus Add Alternates) with their Bid Proposal. Such Bid Deposit shall be in the form of a certified cashier's check, an irrevocable letter of credit or a certificate of deposit payable to the City of Fresno, or a bidder's bond executed by a corporate surety, admitted by the California Insurance Commissioner to do business in California, payable and acceptable to the City of Fresno. Such Deposit shall be retained by the City of Fresno as a guarantee that the Bidder, if awarded all or part of the Contract, will within 15 calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date the Notice of Award is mailed to the Bidder, execute and return a Contract furnished by the City. No Bid Deposits will be returned to Bidders until either a Contract has been executed for all items awarded, or all bids have been rejected. Bid bonds will not be returned, except upon Bidder's written request. Copies of Bid Deposits may be submitted electronically, with the exception of a cashier's check, which must be brought to the Purchasing Manager's office and labeled accordingly with bid number.
- (b) **ANNUAL BIDDERS BOND.** If the Bidder contemplates submitting bids from time to time during a period of one (1) year for the furnishing of certain materials, supplies or services to the City of Fresno, the Bidder may cover all such bids by a single Annual Bidder's Bond instead of a separate bond for each bid. If such an Annual Bidder's Bond is registered with the Purchasing Manager of the City of Fresno, and is currently valid, it shall be deemed to accompany each and every bid submitted, provided such bond is in a sufficient amount to provide the required Deposit for all of the Bidder's proposals then outstanding. It shall be stated upon the Bid Proposal that such an Annual Bidder's bond is registered with the Purchasing Manager of the City of Fresno.

**CONTRACT DEFINITIONS.** Attention of Bidders is especially directed to all provisions of the Contract Documents as defined in the GENERAL CONDITIONS.

**QUESTIONS, CLARIFICATIONS AND CONCERNS.** The Specifications describing this project/purchase have been carefully prepared. **Any questions or concerns relating to these Specifications shall be directed in writing to the Designated Procurement Specialist of the Purchasing Unit (see cover page) and may be submitted electronically. By utilizing the Questions and Answers field on Planet Bids.**

## **ADA**

Accessibility Requirements: Supplier warrants that it complies with California and federal disabilities laws and regulations; and the Services will conform to the accessibility requirements of WCAG 2.0AA. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Services. The City may require bidder to comply with these accessibility requirements if they are awarded a contract .

## **ACH Payment Initiative-Electronic Payment**

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract. Payment for invoices submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Controller, in the Controller's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary City procedures and practices. The contractor shall comply with the Controller's procedures to authorize electronic payments. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the Controller's electronic payment procedures, except where the Controller has expressly authorized payment by paper check as set forth above.

**Questions will be accepted only up to 5 working days prior to the bid opening date** to allow the City, if necessary, to issue an addendum to all bidders stating revisions, deletions, or additions to be made to the Specifications as a result of any questions. If questions arise after the deadline, please contact the designated Procurement Specialist, but the City will not guarantee a response.

The City will not be responsible for verbal responses made by parties other than the Purchasing Manager or her/his designee.

**CONTACTS WITH CITY STAFF.** Before an award is made, any contact with City staff, other than the Purchasing Manager or his/her designee(s), without prior written authorization is strictly prohibited and may render the Bidder non-responsible.

**LOCAL PREFERENCE.** Fresno Municipal Code Section 4-108 LOCAL PREFERENCE IN CONTRACTS REQUIRING COMPETITIVE BIDDING provides for a local preference. Portions pertinent to materials, supplies and/or equipment contracts are paraphrased as follows:

Except for those Contracts funded by the federal or state government when such funding would be jeopardized because of this preference, the Council authorizes the Purchasing Manager to extend a preference to a local business as expressly set forth herein.

**Fresno Municipal Code section 4-108(a):** For purposes of this section, “local business” shall mean a business with a fixed primary or branch office either (i) within a twenty-five mile radius of Fresno City Hall, located at 2600 Fresno Street in the City of Fresno, or (ii) within the County of Fresno; and which fixed primary or branch office was established prior to the City inviting bids for the respective purchase. The Purchasing Manager, in the evaluation of any and all sealed bids for materials, supplies and/or equipment pursuant to this section whenever the lowest responsive and responsible bid exceeds five hundred thousand dollars (\$500,000), shall extend a **five percent (5%) preference to a local business in award of the Contract as determined in subdivision (i) of “Extension of the Preference” below.**

**Fresno Municipal Code section 4-108(b):** For purposes of this section, “local business” shall mean a business (i) having a total of one hundred or fewer employees, an average annual gross receipts of twelve million dollars (\$12,000,000.00) or less over the three calendar years immediately prior to the year in which city is inviting bids for the respective purchase, and having a valid small business certification issued by the State of California; (ii) with a fixed primary or branch office either within a twenty-five mile radius of Fresno City Hall, located at 2600 Fresno Street in the City of Fresno, or within the County of Fresno; and (iii) which fixed primary or branch office was established prior to the city inviting bids for the respective purchase. The Purchasing Manager, in the evaluation of any and all sealed bids for materials, supplies and/or equipment pursuant to this section whenever the lowest responsive and responsible bid is less than or equal to five hundred thousand dollars (\$500,000), shall extend a **five percent (5%) preference to a local business in award of the Contract as determined in subdivision (i) of “Extension of the Preference” below.**

**Extension of the Preference:** The preference under both Fresno Municipal Code sections 4-108(a) and (b) shall be extended consistent with each of the following:

- (i) The amount of the preference shall be equal to the amount of 5% applied to the lowest responsive and responsible bid; provided, however, in no event shall the amount of the preference exceed the sum of \$75,000.
- (ii) If the Bidder submitting the lowest responsive and responsible bid is not a local business, and if a local business has also submitted a responsive and responsible bid, and, with the benefit of the preference, the local business’ bid is equal to or less than the original lowest responsive and responsible bid, the City shall award the Contract to the local business at its submitted bid price.
- (iii) The Bidder shall certify, under penalty of perjury, that the Bidder qualifies as a local business. The preference is waived if the certification does not appear on the bid.

Bidders shall submit the CERTIFICATION FOR LOCAL PREFERENCE form with their bid if they seek the benefit of local preference.

**APPROVED EQUALS.** For equipment and material purchases, where brand name/model are specified, the City reserves the right to evaluate any product or type of equipment offered on the Bid Proposal and to determine acceptability as an "approved equal."

1. All Bid Proposals must be accompanied with pertinent information that provides sufficient technical data to evaluate the item(s) offered. The information may consist of manufacturer's literature, specifications, drawings (to scale), sketches (to proportion) performance data, etc., where same is necessary to completely describe the product.
2. The decision of acceptability as an "approved equal" shall be within the sole discretion of the City. If approval as an equal is denied by the City, Contractor shall provide one of the manufacturers/brands listed in the Specifications without change in the Contract price.

**EXCEPTIONS.** Any exceptions taken at the time of or after bid submittal, may render the bid nonresponsive. Attachments by Bidders which include legal terms and conditions that conflict with the GENERAL CONDITIONS may be considered an exception, and Bidder may, therefore, be considered nonresponsive.

**BID APPEAL PROCEDURE.** The City has an appeal procedure in place as adopted by the City Council on April, 29, 2003 in Resolution No. 2003-129. Any bidder wishing to file an appeal should refer to that Resolution. A copy of the Resolution may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, CA 93721.

Once City staff has reviewed and evaluated the bid proposals received and has determined the lowest responsible Bidder for award, that determination will be posted on a public bulletin board outside the Purchasing Units Office and on the City's website [www.fresno.gov](http://www.fresno.gov), *Bid Opportunities, Anticipated Awards*, a minimum of 5 working days prior to Council action to award a Contract for the project/purchase. The bulletin board and website will generally be updated by Monday of each week, no later than 5 p.m. It is the sole responsibility of interested bidders to seek this information from either of these sources.

Should bidders wish to appeal the staff determination, appeals must be received in writing within 5 working days from the time the determination is posted and conform to the requirements under Resolution No. 2003-129. "Working day" means a City of Fresno regular business day. In no event will appeals be accepted later than 5:00 p.m. on the day before Council is scheduled to take action on the Contract award. Appeals must be submitted to following:

City of Fresno Purchasing Unit  
2600 Fresno Street, Room 2156  
Fresno, CA 93721  
Fax number (559) 488-1069

Letters of appeal must clearly state why it is felt the staff's determination of bid award is to someone other than the lowest responsive and responsible Bidder, or outside the procedural requirements for the submission and opening of bids.

Appeals not submitted within the stated time will not be honored and the City will proceed to award the Contract.

**REGULATED COMMUNICATIONS IN CITY PROCUREMENT PROCESS ORDINANCE.** The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code, Chapter 4, Article 6 may be viewed on the City's website at, <http://www.fresno.gov>. Under "Government"; "Fresno Municipal Code." Or view the Fresno Municipal Code directly at <http://www.municode.com/Resources/gateway.asp?sid=14478&sid=5>

**DEBARMENT.** A Bidder who has been determined by the Council to be nonresponsible may be debarred from bidding or proposing upon or being awarded any contract with the City or City of Fresno Successor Agency, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Resolution No. 2003-130 adopted by Council on April 29, 2003. The initial period of any such debarment shall not be less than one year or more than three years. A Bidder may request a hearing, in accordance with Resolution No. 2003-130, upon receipt of a notice of proposed debarment from the City Manager or his/her designee. A copy of the Resolution may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.





BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal)

**BIDDER'S CHECKLIST**

**PRODUCT REQUIREMENTS CONTRACT FOR  
LIQUID NATURAL GAS (LNG) FUEL  
Bid File No. 9475**

**SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS.** Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED" column. Documents required on the checklist but not included may render your bid nonresponsive and ineligible for award. Bids received by the City by the scheduled bid opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted. Copies of Bid Deposits may be submitted electronically, with the exception of a cashier's check, which must be brought to the Purchasing Manager's office and labeled accordingly with bid number.

REQUIRED

- 1. **BID PROPOSAL PAGES** 1.2 through 1.4.
- 2. **BID DEPOSIT** attached to front of Proposal or submitted electronically in the form of:
  - Certified Check  Bidder's Bond
  - Cashier's Check  Irrevocable Ltr of Credit
  - Certificate of Deposit  Annual Bidder's Bond

**Note: Company Checks are NOT acceptable**

- 3. **CERTIFICATION FOR LOCAL PREFERENCE**, if applicable, page 1.6.
- 4. **ACH PAYMENT INITIATIVE – ELECTRONIC PAYMENT**, page 1.7.
- 5. **SIGNATURE PAGES** 1.8 and 1.9.
- 6. **ADDENDA** - Signature page of all Addenda issued, if applicable.  
Addenda No. \_\_\_\_\_ to \_\_\_\_\_ (Enter numbers).
- 7. **LITERATURE/STANDARD WARRANTY.** As required on page 5.0, paragraph (d), any applicable manufacturer's Published Price List or website, and two copies, if attached to paper copy, of the manufacturer's descriptive literature and specifications or website, including a copy of the manufacturer's standard warranty.

SUBMITTED BY:  
Name of Company \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**BID PROPOSAL**

BIDDER'S NAME: \_\_\_\_\_

PRODUCT REQUIREMENTS CONTRACT FOR  
**LIQUID NATURAL GAS (LNG) FUEL**  
 Bid File No. 9475

TERM OF CONTRACT The Contract shall be in effect for TWO year(s) from the date of the Notice to Proceed. The Contract may be extended in accordance with the provisions set forth in the Special Conditions of these Specifications.

TO: THE PURCHASING MANAGER OF THE CITY OF FRESNO

The undersigned Bidder hereby proposes to furnish to the City of Fresno, in accordance with the Specifications annexed hereto and made a part hereof, the following item(s) **delivered F.O.B. Destination, Freight Prepaid & Allowed, to the jobsite(s) as specified in the Special Conditions of these Specifications**, and at the prices set forth in the following bid item(s):

**Note: All unit pricing listed below shall be listed per LNG gallon. Bid item 1 is for evaluation purposes only.**

<u>BID ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	1,500,000 gal	SoCal Border Price for Spot Gas Delivered to Pipelines per MMBtu/12.104	\$1.00/Gal	\$1,500,000.00
2	1,500,000 gal	Discount ___% below SoCal Price for Spot Gas Delivered to Pipelines per MMBtu/12.104	\$ (\$0.00 Assumed if Blank)	\$ (Dollar Figure Price/Gallon)
3	1,500,000 gal	Liquefaction (excludes freight, taxes, export/import tariffs)	\$	\$
4	1,500,000 gal	Bid price for freight to transport average 9,500 gallon tanker loads.	\$	\$

SUBTOTAL: \$ \_\_\_\_\_

Less early payment discount of \_\_\_% for payment within \_\_\_ days (minimum 15 days) from receipt of invoice by City of Fresno \$ \_\_\_\_\_

The Total Net Bid Amount is \_\_\_\_\_

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents.

**Completion of Bid Proposal Form to be Eligible for Award.** Bidders must bid all bid items within a section (including any Alternates). The Bidder is non-responsive and ineligible for award in the event Bidder fails to initial this paragraph on the line provided and completely fill in the Bid Proposal Form including, without limitation, all dollar amounts and information called for on this Bid Proposal Form. By his/her initials to the right hereof, Bidder represents he/she has read and understands the consequences of not completely filling in this Bid Proposal Form.

\_\_\_\_\_  
Initial

The quantities listed on the Bid Proposal page(s) are annual estimates, shown for bidding purposes only. The actual requirement of the City may be more or less than the quantities specified. The City will pay for only those items which it actually orders during the term of the Contract.

BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal)

**CONTRACT QUANTITIES.** The City reserves the right to increase or decrease quantities in accordance with available funds as appropriated by the City Council. If the City Council has not appropriated funds or sufficient funds are not available to complete the purchase, the City reserves the right to decrease quantities to stay within the budget limitations.

**QUANTITIES FOR BIDDING PURPOSES.** The quantities listed on the Bid Proposal page are shown for bidding purposes only. The actual requirement of the City may be more or less than the specified estimated quantities. The City will acquire its needs from the successful Bidder during the term of the Contract and will pay for only those quantities it actually orders and receives.

**ADDENDA.** The City makes a concentrated effort to ensure any addenda issued relating to these specifications are distributed to all interested parties. It shall be the Bidder's responsibility to inquire as to whether any addenda to the Specifications have been issued. Upon issuance by the City, all Addenda are part of the Bid Proposal. Signing the Bid Proposal on the signature page thereof shall also constitute signature on all Addenda.

**PRECEDENCE OF BID PRICES.** In the event of discrepancies between the bid total, summaries of totals and unit price extensions, the unit price correctly extended will control over the summaries of totals, and the summaries of totals correctly added will control over the total, whether the summaries of totals are extended unit prices or lump sums.

**RIGHT TO REJECT ANY AND ALL BIDS.** The City reserves the right to reject any and all bids.

**TIME PERIOD TO AWARD/REJECT BIDS.** The undersigned Bidder agrees that the City may have **90 DAYS** from the date bids are opened to accept or reject this Bid Proposal. It is further understood that if the Bidder to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to the next lowest responsive and responsible Bidder, who shall be bound to perform as if he/she had received the award in the first instance. No Bid Proposal may be withdrawn prior to award within that time.

**AWARD OF CONTRACT.** When bids are submitted to the Council, the award will be made to the lowest responsive and responsible bidder, subject to the right to reject any and all bids, pursuant to Fresno Municipal Code section 4-102.

**MINOR IRREGULARITIES.** The City of Fresno reserves the right to waive any informality or minor irregularity that does not have a monetary consideration when it is in the best interest of the public and of the City to do so. A discrepancy that offers a Bidder an unfair advantage will cause the bid to be nonresponsive.

**TIEBREAKER.** In the event a tiebreaker is needed to establish the lowest responsive and responsible Bidder, the City shall, unless otherwise agreed upon by all participating parties, utilize a coin toss as a tiebreaker to be administered by a third party chosen by mutual consent of the participants. Such coin toss shall take place within 7 working days from the date of bid opening. If the City determines that a tiebreaker is necessary, each applicable Bidder agrees to participate or to indemnify the City in any litigation resulting from the utilization of the tiebreaker. If a Bidder refuses to timely participate, the City shall conduct the coin toss in a manner determined by the City to be fair to all and the results of such coin toss shall be final.

BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal)

### BID DEPOSIT

Accompanying this bid proposal, if paper copy, is a Bid Deposit in the amount of TEN PERCENT (10%) of the Total Net Bid Amount (or, in bids with Add Alternates, the highest possible combination of the Base Bid plus Add Alternates) in the following form:

- |   |   |
|---|---|
| <input type="checkbox"/> Certified Check        | <input type="checkbox"/> Bidder's Bond                |
| <input type="checkbox"/> Cashier's Check        | <input type="checkbox"/> Irrevocable Letter of Credit |
| <input type="checkbox"/> Certificate of Deposit | <input type="checkbox"/> Annual Bidder's Bond         |

Copies of Bid Deposits may be submitted electronically, with the exception of a cashier's check, which must be brought to the Purchasing Manager's office and labeled accordingly with bid number.

**Note: Company Checks are NOT acceptable**

which is deposited by the undersigned Bidder with the City of Fresno as a guarantee that the Bidder, if awarded all or part of the Contract, will, within 15 calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date the Notice of Award is mailed to the Bidder, execute and return a Contract furnished by the City. If the Deposit is in the form of an Annual Bidder's Bond, the bond must be heretofore registered with the Purchasing Manager and must be in the amount of TEN PERCENT (10%) of the Total Net Bid Amount (or, in bids with Add Alternates, the highest possible combination of the Base Bid plus Add Alternates) in the following form:

Such Deposit is made with the understanding that failure to execute such Contract will result in damage to the City, that the amount of such damage would be difficult to determine and that in the event of such default said Deposit shall become the property of the City; or, if a Bidder's Bond is deposited, the amount of the obligation thereof, but not more than the above stated amount, shall thereupon be due and payable to the City of Fresno as liquidated damages for such default, payment of said amount to be the joint and several obligation of the Bidder and the corporate surety.

### BUSINESS LOCATION

- ( ) The undersigned Bidder does not maintain a place of business in the City of Fresno.
- ( ) The undersigned Bidder maintains a place of business in the City of Fresno at:

\_\_\_\_\_ Fresno, CA \_\_\_\_\_.

### BUSINESS LICENSE

- ( ) The undersigned bidder has a current City of Fresno Business License Number:

\_\_\_\_\_.

BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal, if applicable)

**CERTIFICATION FOR LOCAL PREFERENCE**  
PRODUCT REQUIREMENTS CONTRACT FOR:  
**LIQUID NATURAL GAS (LNG) FUEL**  
Bid File No. 9475

We certify that we qualify as a local business pursuant to Fresno Municipal Code section 4-108(a).

**Location of Business:** Primary Office [ ]  
Please provide street address Branch Office [ ]  
(PO Box is not acceptable) (Please mark as applicable)

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

\_\_\_\_\_

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

\*\*\*\*\*

We certify that we qualify as a local business pursuant to Fresno Municipal Code sections 4-108(a) and (b).

**Location of Business:** Primary Office [ ]  
Please provide street address Branch Office [ ]  
(PO Box is not acceptable) (Please mark as applicable)

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

\_\_\_\_\_

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

Provide total number of employees (includes employees of fixed primary and any branch offices of Bidder): \_\_\_\_\_

The average annual gross receipts over the previous three calendar years to the city inviting bids herein (includes gross receipts of fixed primary and any branch offices of Bidder)  
\$ \_\_\_\_\_

Small Business Certification issued by the State of California  
Certification Number: \_\_\_\_\_ Date of expiration: \_\_\_\_\_

The undersigned Bidder hereby declares under penalty of perjury under the laws of the State of California that the information contained on this CERTIFICATION FOR LOCAL PREFERENCE is correct and complete.

**The above Certification is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Certification.**

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution

(Submit with Proposal)

Initial: \_\_\_\_\_

**CITY OF FRESNO  
FINANCE DEPARTMENT  
ACCOUNTS PAYABLE SECTION**

**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS  
(ACH PAYMENT)**

Company Name \_\_\_\_\_ Contact Email Address \_\_\_\_\_  
(Required)

Contact Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

The City of Fresno, Finance Department, (FINANCE DEPARTMENT), is authorized to initiate credit entries to the company above, (COMPANY), in the account below at the depository financial institution named below, (DEPOSITORY), and to credit the same to such account. Company acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law.

Depository Name \_\_\_\_\_ Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

ACH Authorization Agreement Form already on file with City.

This authorization is to remain in full force and effect until FINANCE DEPARTMENT has received written notification of its termination. The FINANCE DEPARTMENT and DEPOSITORY have a reasonable time to process the termination.

Name(s) \_\_\_\_\_  
(Please print)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

**SIGNATURE PAGE**

By my signature on this Bid Proposal I certify, under penalty of perjury, that the foregoing statements, pages 1.1 through 1.7, and those contained herein are true and correct.

**BID SUBMITTED BY:**

(Please follow the instructions for each line, as explained below.)

(1) \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
Bidding Firm Phone Fax

(2) [ ] Corp: State of Incorporation: \_\_\_\_\_  
[ ] Individual  
[ ] Partnership  
[ ] Other: \_\_\_\_\_

(3) \_\_\_\_\_  
Business Address  
\_\_\_\_\_  
City State Zip Code

(4) By: \_\_\_\_\_  
Signature of Authorized Person  
\_\_\_\_\_  
Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: \_\_\_\_\_ Date: \_\_\_\_\_

**INSTRUCTIONS FOR SIGNATURE PAGE**

- LINE 1: The name of the Bidder must be the same as that under which a license is issued, if a license is required. If the Bidder is a corporation, enter the exact name of the corporation under which it is incorporated; if Bidder is an individual, enter name; if Bidder is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.
- LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.
- LINE 3: Enter the address to which all communications and notices regarding the Bid Proposal and any Contract awarded thereunder are to be addressed.
- LINE 4: (a) If the Bidder is a corporation, the Bid Proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation, authorizing the officer or employee to sign contracts (sample certification attached): a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign Contracts.



(b) If Bidder is an individual, he/she must sign the Bid Proposal, or if the Bid Proposal is signed by an employee or agent on behalf of the Bidder, a copy of a power of attorney must be on file with the City of Fresno prior to the time set for the opening of the bids or must be submitted with the Bid Proposal.

(c) If the Bidder is a partnership, the Bid Proposal must be signed by all general partners; or by a general partner(s) authorized to sign Contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership.

(d) If the Bidder is a joint venture, the Bid Proposal must be signed by all joint venturers; or by a joint venturer(s) authorized to sign Contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and c) above apply respectively.

Where Bidder is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

NOTE: All addresses must be complete with street number, City, State and Zip Code.

**SAMPLE CERTIFICATION**

I, \_\_\_\_\_, certify that I am the secretary  
Name  
of the corporation named herein; that \_\_\_\_\_ who signed this  
Name  
Bid Proposal on behalf of the corporation, was then \_\_\_\_\_ of  
Title  
said corporation; that said Bid Proposal is within the scope of its corporate powers and was  
duly signed for and on behalf of said corporation by authority of its governing body, as evidenced  
by the attached true and correct copy of the \_\_\_\_\_  
Name of Corporate Document

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

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

Title: Secretary

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

**CONTRACT DOCUMENT**

(To be filed after award by successful Bidder)

PRODUCT REQUIREMENTS CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation, hereinafter called the "City," and [Contractor Name], [Legal Identity], hereinafter called the "Contractor," as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Bids," "Instructions to Bidders," "Bid Proposal," and the "Specifications" including "General Conditions", "Special Conditions" and "Technical Specifications" for the following: [LIQUID NATURAL GAS (LNG) FUEL] (Bid File No. [Number]) [Alternates (if any)] copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, and are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the estimated monetary consideration of [WRITTEN \$ AMOUNT] DOLLARS AND [WRITTEN CENTS AMOUNT] CENTS (\$[DOLLAR AMOUNT]), as set forth in the Bid Proposal, Contractor promises and agrees to furnish or cause to be furnished, in a new and working condition, and to the satisfaction of City, and in strict accordance with the Specifications, all of the items as set forth in the Contract Documents.

3. PAYMENT. City accepts Contractor's Bid Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. Contractor agrees to accept electronic payment from the City.

4. INDEMNIFICATION: To the furthest extent allowed by law, including California Civil Code section 2782 (if applicable), Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

///

///

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

[Contractor Name],  
[Legal Identity]

CITY OF FRESNO,  
a California municipal corporation

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

By: \_\_\_\_\_ [Name],

Purchasing Manager  
Finance Department

Name: \_\_\_\_\_  
(Type or print written signature.)

Dated: \_\_\_\_\_

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

Dated: \_\_\_\_\_

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

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

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

Deputy

Name: \_\_\_\_\_  
(Type or print written signature.)

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

No signature of City Attorney required.  
Standard Document #FIN 4.0 has been used  
without modification, as certified by the  
undersigned.

Dated: \_\_\_\_\_

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

[City Certifier Name]  
[City Certifier Title]  
Finance Department

City address:

City of Fresno  
Attention: [Name], [Title]  
[Street Address]  
Fresno, CA [Zip]

CITY OF FRESNO SPECIFICATIONS  
**PRODUCT REQUIREMENTS CONTRACT FOR**  
**LIQUID NATURAL GAS (LNG) FUEL**  
**BID FILE NUMBER: 9475**  
  
GENERAL CONDITIONS

1. **DEFINITIONS:** Wherever used in the Specifications, including the Instructions to Bidders and the Bid Proposal, or any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

- (a) "Bidder" shall mean and refer to each person or other entity submitting a bid proposal, whether or not such person or entity shall become a Seller by virtue of award of a Contract by the City.
- (b) "City," "Buyer," "Owner," "Vendee" and "City of Fresno" shall each mean and refer to the City of Fresno, California.
- (c) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Instructions to Bidders, the Bid Proposal and any addenda thereto, the Agreement and other standard Specifications, City's Specifications and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.
- (d) "Contractor," "Seller," "Supplier" and "Contractor" shall each mean and refer to each person or other entity awarded a Contract hereunder and named or to be named in the Agreement with the City to furnish the goods or services, or both, to be furnished under the Contract.
- (e) "Council" and "City Council" shall each mean and refer to the Council of the City.
- (f) "Goods" and "Merchandise" shall each mean and refer to the equipment, material, article, supply or thing to be furnished by the Seller under the Contract.
- (g) "Purchasing Manager" shall mean and refer to the Purchasing Manager of the City.
- (h) "Specifications" shall mean and refer to all of the Contract Documents.
- (i) "Working day" shall mean and refer to City regular business day.

2. **PRODUCTS LIABILITY INSURANCE:** If these Specifications are for equipment with moving parts, the Contractor shall maintain, and provide the City of Fresno with verification of, manufacturer's products liability insurance policy in excess of \$1,000,000 on said Bid Item(s) equipment.

3. **INDEMNIFICATION:** To the furthest extent allowed by law, including California Civil Code section 2782 (if applicable), Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages

caused by the active or sole negligence, or by the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

4. WORKMANSHIP GUARANTY: The workmanship of the goods or services provided to the City by the Contractor will be in accordance with generally accepted standards.

5. WARRANTY: For the purchase of equipment and material, the Contractor, unless otherwise provided in the Specifications, shall guarantee all items furnished in accordance with the standard guarantee offered by the manufacturer to cities and consumers of the product. The Contractor shall be responsible for all warranty costs, including the transportation costs to and from the repair station.

6. PRECEDENCE OF CONTRACT DOCUMENTS: The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this purchase; (2) Supplemental Agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (3) Special Conditions; (4) General Conditions; (5) Technical Specifications.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order of precedence.

7. CONTRACT DOCUMENTS: Upon award of the Contract, the Contractor shall execute and submit all required documents (which will include the "Contract," a sample of which is included in these Specifications on page 1.10) to the Purchasing Manager, 2600 Fresno Street, Room 2156, Fresno, California 93721 in a form acceptable to the City of Fresno within 15 calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the Contractor's bid deposit and initiate a departmental recommendation to the Council to award the Contract to the next lowest responsive and responsible Bidder.

8. ASSIGNMENT OF PAYMENT: Contractor hereby agrees it will not assign the payment of any monies due it from the City under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due Contractor directly to Contractor.

9. PATENTS: For the purchase of equipment and material, the Contractor shall hold the City of Fresno, its officers and employees, harmless from any and all liability for damages arising out of the use of any patented material, equipment, device or process incorporated into or made a part of or required by the manufacturer's specifications to be used on or in connection with the material, equipment or supplies purchased by the City pursuant to these Specifications, and Contractor agrees, by submission of a proposal hereunder, to defend the City, at Contractor's sole expense, in any action or suit for damages or injunctive relief on account of any allegedly unauthorized use of or infringement of patent rights on any patented material, equipment, device or process, if the City is named as a defendant in any such action or suit.

10. OSHA COMPLIANCE: For the purchase of equipment and material, the items covered by this Contract must conform with the Safety Orders of the State of California, Division of Industrial Safety, pursuant to the California Occupational Safety and Health Act, and the Federal Standards established by the Occupational Safety and Health Act of 1970, and their present and future amendments during the term of this Contract. In the event of a conflict between such Safety Orders and Federal Standards, the items shall conform to the respective Order or Standard which is more restrictive.

11. RECYCLING PROGRAM: In the event Contractor maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Contractor at its sole cost and expense shall:

- (i) Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (ii) Immediately contact City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

12. DELIVERY AND EXTENSIONS: Unless otherwise provided in the Specifications, delivery shall be made F.O.B. the specified place of delivery within the City of Fresno or environs.

If Contractor is delayed making delivery by any conditions or events beyond the reasonable control of Contractor and without its fault or negligence such as acts of God or the public enemy, acts of City in its contractual capacity or otherwise, illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, illegal general lockouts or other defensive action by employers, whether general or by organizations of employers, fires, floods, epidemics, quarantine restrictions, and delays of common carriers; Contractor shall have no claim for damages against City for any such cause of delay, but shall in such cases be entitled to such extension of time as shall reasonably compensate for actual loss of time occasioned thereby, upon application to said City Manager for such extension; provided, that no such extension of time shall be granted unless Contractor shall have notified the Purchasing Manager in writing, of the condition or event which is expected to cause a delay in delivery and the actual or estimated number of days of delay anticipated on account thereof, within one week after the commencement or occurrence of the condition or event. Contractor shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Purchasing Manager of the cessation of such occurrence. The decision of said City Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, shall be given in writing to Contractor.

13. PAYMENT: Unless otherwise provided in the Specifications, payment of the Contract price shall be made by City to Contractor in lawful money of the United States by warrant of City issued and delivered to Contractor in the ordinary course of City business promptly after completion of delivery of the specified item(s) and their acceptance by City.

14. TERMINATION FOR CONVENIENCE: The City reserves the right to terminate this Contract upon 60 calendar days prior written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

15. TERMINATION FOR NON-PERFORMANCE: If Contractor shall (i) materially breach any of its obligations under this Contract (including, without limitation, the failure to meet quality standards or to complete delivery, within the time specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract), and (iii) fail to commence and diligently pursue reasonable efforts to cure such breach within 5 calendar days after written notice by the City specifically describing the breach; the City Manager or his/her designee, acting for and on behalf of the City, may at any time after the expiration of the time for delivery, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such items or service to be furnished which have not been delivered or accepted prior to such termination. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager or his/her designee, which notice shall be deemed to have been received by Contractor, if



mailed, within forty-eight hours to Contractor's address as contained in the Contractor's Bid Proposal or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

The Contractor may terminate this Contract if City materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within 30 calendar days after written notice by the Contractor specifically describing the breach. Such termination shall be effective upon receipt by City of written notice of termination from Contractor, which notice shall be deemed to have been received by City, if mailed, within forty-eight hours to City's address as contained on the signature page of the Contract or, if personally delivered, upon the delivery thereof to the authorized representative of City or to City's said address.

16. **NOTICES:** Except as otherwise expressly provided in the Specifications, any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Bid Proposal in the case of the Contractor and at the address set forth on the signature page of the Contract in the case of the City, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

17. **BINDING:** Subject to the following section, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

18. **ASSIGNMENT:** The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale or subcontracting by the Contractor, its successors or assigns, shall be null and void unless approved in writing by the City.

19. **COMPLIANCE WITH LAW:** In providing the services required under this Contract, Contractor and its subcontractors shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Contract.

20. **WAIVER:** The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

21. **HEADINGS:** The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.

22. **SEVERABILITY:** The provisions of this Contract are severable. The invalidity, or unenforceability of any one provision in this Contract shall not affect the other provisions.

23. **INTERPRETATION:** The parties acknowledge that this Contract in its final form is the result of the combined efforts of the parties and that, should any provision of this Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Contract in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

24. **ATTORNEY'S FEES:** If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
25. **EXHIBITS:** Each exhibit and attachment referenced in this Contract is, by the reference, incorporated into and made a part of this Contract.
26. **CUMULATIVE REMEDIES:** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. **NO THIRD PARTY BENEFICIARIES:** The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties other than expressly identified within this section. The parties do intend that in the event that the State of California is funding the purchase hereunder, that the State of California be a third party beneficiary under this Contract and all rights, interest and benefits of this Contract accrue to the State.
28. **FUNDING:** This Contract is contingent on the appropriation of funds by City. Should funds not be appropriated, this Contract may be terminated by City upon prior written notice to Contractor notwithstanding any other provision of these General Conditions.
29. **GOVERNING LAW AND VENUE:** The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties hereunder shall be Fresno County, California.
30. **EXTENT OF CONTRACT:** Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.
31. **MODIFICATIONS AND CHANGE ORDERS:** This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor in accordance with City's current applicable contract change order resolution, as may be revised. The City reserves the right to add, modify or delete items from the Contract including, without limitation, the Special Conditions and Technical Specifications. Any such changes shall be made only by means of a formal change order signed by both the City and the Contractor.



**FEDERAL REQUIREMENTS**  
(Not applicable to this project/purchase)

CITY OF FRESNO BID SPECIFICATIONS  
PRODUCT REQUIREMENTS CONTRACT FOR  
LIQUID NATURAL GAS (LNG) FUEL  
BID FILE NUMBER: 9475

SPECIAL CONDITIONS

TERM OF CONTRACT

This Contract shall be in effect for TWO year(s) from the date of the Notice to Proceed (“Initial Term”). The Contract may be extended, with the mutual consent of both parties, for THREE (3) 1-year increments with price increases/decreases in accordance with the provisions set forth herein, all other terms and conditions specified herein remaining the same. If either the City or Contractor elects not to extend the Contract, or upon expiration of the final one-year extension term, the Contractor shall aid the City in continuing, uninterrupted, the requirements of the Contract, by continuing to perform on a temporary basis, when specifically requested to do so in writing by the Purchasing Manager, for a specified term not to exceed twelve months. Such continuance shall be subject to price increases/decreases in accordance with the provisions set forth herein, and all other terms and conditions remaining the same as if the Contract had been extended for such a temporary period by an amendment hereto.

PRICING CONDITIONS

The City of Fresno intends to enter into a requirements contract for the liquid natural gas (LNG) fuel based on SoCal Border Index Price for Spot Gas Delivered to Pipelines per MMBtu/12.104 minus any discount in cents per LNG gallon for natural gas feedstock not delivered through pipeline. Under this contract, the city will pay for fuel, liquefaction cost, and delivery at a cost comprised of the following components:

1. The Base Price per LNG gallon of fuel, derived from SoCal Border Index Pricing for Spot Gas Delivered to Pipelines per MMBtu dry as published in Platts divided by gallons/MMBtu factor of 12.104, current at the time and date that the order is placed by the City. This price component may change on an order-by-order basis.
2. It is required of the vendor to supply the City of Fresno a current monthly report of the natural gas pricing per the SoCal Gas Border Index. This must be supplied to the City of Fresno via email within the first five (5) calendar days of each month, during the effective dates of this contract.
3. The cents per LNG gallon discount, if any, for natural gas feedstock supplied from non-pipeline sources. Examples: stranded gas well sources, digester gas sources, landfill gas sources, etc. **This price component will remain fixed for the first 24 months of the contract term.**
4. The cost per LNG gallon for liquefaction to turn gaseous methane feedstock into fuel quality liquid natural gas (LNG). **This price component will remain fixed for the first 24 months of the contact term.**
5. The cost per LNG gallon of freight as bid for each delivery quantity category by the Bidder awarded under this solicitation, will remain fixed for the initial two years of the term of the contract, but any and all may be adjusted for any extension under the

provisions listed in "Term of Contract"..

6. In each bid, the bidder shall provide the conversion factors that will be used for measurement purposes. The conversion factors that shall be supplied include the following:
- number of pounds of LNG per gallon
  - number of pounds of LNG per MMBtu

***These conversion factors are to be shown as a mathematical calculation using a base figure of 500 pounds.***

Show calculations here: \_\_\_\_\_  
\_\_\_\_\_

**Taxes:** Liquid natural gas (LNG) fuel bid prices shall **exclude ALL** Federal and State Motor Vehicle Fuel Fees (MVF) or any other applicable fees and taxes. All applicable taxes are to be added to the invoice at the time of delivery. The City will execute appropriate Excise Tax exemption certificates to the successful supplier.

If, during the course of this contract, the Supplier's selling price of any of the item(s) bid, is below the contract bid price, the City will receive the lowest pricing.

#### TRANSPORTATION PRICING CONDITIONS

For the first twenty-four months of the Contract, pricing for transportation will be fixed at the proposal pricing. Sixty days prior to the anniversary date of the Contract, the Contractor may submit proposed pricing revisions for the following year to the Purchasing Manager of the City of Fresno. The contractor must provide adequate documentation to substantiate any request for price increase. Any increase in unit price for any item included in this Contract shall not exceed, unless otherwise approved by the Purchasing Manager, the percent change for the following Producer's Price Index, as published by the Bureau of Labor Statistics: Specialized Freight Trucking (Product Code 4842). In the event that the index drops, the Contractor shall pass on to the City an equivalent reduction in pricing. The basis of the index shall be established as the last available month at the date of the Notice to Proceed. Increases in pricing will not be implemented until written approval is provided by the Purchasing Manager of the City of Fresno.

Bidders shall identify the source(s) of the LNG fuel to be delivered to the City.

Bidder shall provide immediately upon request by the City, documentation of all training and safety records for all employees associated with the work under this RC.

The bid prices shall include all freight and delivery costs, including costs associated with loading and unloading, and delivered F.O.B. to the City's facilities. There shall be no fuel surcharges or any other hidden fees.

#### JOINT OFFERS

Where two or more Bidders desire to submit a single bid in response to this Requirements Contract, they should do so on a prime-subcontractor basis rather than as a joint venture. City of Fresno intends to contract with a single firm and not with multiple firms doing business as a joint venture.

#### MONITORING

Vendor shall monitor the City's LNG tanks electronically and schedule deliveries to maintain a fifty percent (50%) level at all times. If vendor is unable to monitor the City's tank levels electronically due to electronic monitoring system failure or system is down for maintenance, the vendor shall notify the City in a professional, responsible, and timely matter. If for any reason the vendor is

unable to monitor the City's tank level, the "DELIVERY" section will take precedence until electronic issues are fixed and vendor is able to electronically monitor the City's tank level.

#### AUTHORIZATION TO PLACE ORDERS

Names of individuals authorized to place orders will be provided in writing by the City upon or following the issuance by the City of the Notice to Proceed. City may modify such writing from time to time by notice to the Contractor.

#### CONTRACTOR'S AUTHORIZED REPRESENTATIVE

The name, mailing address, telephone number, any e-mail address and any facsimile number of Contractor's authorized representative shall be provided in writing by Contractor no later than 5 calendar days following the issuance by the City of the Notice to Proceed.

#### DELIVERY

Deliveries of fuel loads shall be completed within TWO (2) calendar days after the date of notification by the City for release of goods against this Contract. Notification for release may be made verbally, or in writing by the City.

**If the Contractor fails to meet the specified delivery requirements, the City may procure the goods from another source, and recover any loss (the difference between the contract price and the purchase price paid by the City, including any shipping costs) occasioned thereby, from the unpaid balance due the Contractor. The prices paid by the City shall be considered the prevailing market price at the time such purchase is made.**

Deliveries shall be requested in **minimum quantities of Nine Thousand (9,000) gallons.**

Delivery of items is to be F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, to:

City of Fresno, Municipal Fleet Division  
Attention: Lynn Franchi, Equipment supervisor  
2101 "G" St, Bldg F  
Fresno, CA 93706

Delivery is to be made between the hours of 8:00 A.M. and 2:00 P.M. and during regular City of Fresno working days.

#### EMERGENCY ORDERS

The City at times may require LGN fuel immediately in an emergency. The emergency may be handled on a will call basis. Therefore, Contractor shall guarantee delivery within 24 hours of the City's call. A 24-hour emergency call number must be supplied.

#### NON-DELIVERY

If the Contractor fails to meet delivery requirements, the City may, but is not obligated to, procure the goods from another source and recover any loss occasioned thereby (including, without limitation, any increase in cost and liquidated damages for Contractor's delay up to date of delivery and acceptance by City of goods from another source), from any unpaid balance due the Contractor or through reduction of future invoices. Otherwise, Contractor will reimburse City within 30 days of receipt of invoice from the City. The price paid by the City shall be considered the prevailing market price at the time purchase is made. City will notify Contractor of any decision to procure the goods from another source. Such notification may be by telephone, electronic mail, or facsimile to Contractor or Contractor's authorized representative.

## LIQUIDATED DAMAGES

Time of delivery is of the essence, and the City and Contractor, by executing the Contract, each agree that actual damages to the City, and actual damages for the inconvenience and loss which will flow to the inhabitants of the City, from any delay in delivery beyond the date or dates provided herein, or portions thereof, are extremely difficult or impossible to determine, and, accordingly, it is agreed that the Contractor shall be liable for and shall pay to the City, as fixed, agreed, and liquidated damages, and not as a penalty the sum of TWO HUNDRED DOLLARS **(\$200.00)** per day for each calendar day of delay in delivery of item(s) from the maximum delivery date as specified herein or in any written extension of time granted by the City. Such payment due the City will be deducted by the City from any payments due to the Contractor for item(s) delivered. Otherwise, Contractor will reimburse City within 30 days of receipt of invoice from the City.

## PAYMENT

The Contractor shall be eligible for progress payments upon delivery and acceptance of any number of items.

The Contractor must invoice the correct department in the City of Fresno, MUNICIPAL FLEET DIVISION, in order to initiate the payment process. Invoices shall be supplied in duplicate and conspicuously displayed with the City of Fresno Purchase Order Number and shall be sent to:

City of Fresno, Municipal Fleet Division  
Attention: Lynn Franchi, Equipment supervisor  
2101 "G" St, Bldg F  
Fresno, CA 93706



CITY OF FRESNO SPECIFICATIONS  
PRODUCT REQUIREMENTS CONTRACT FOR

TITLE  
BID FILE NUMBER: 9475

TECHNICAL SPECIFICATIONS

GENERAL

(a) It is the purpose and intent of these Specifications to describe the minimum requirements for THE SUPPLY OF LIQUID NATURAL GAS (LNG) FUEL to be used by MUNICIPAL FLEET Division of the TRANSPORTATION Department within the City of Fresno.

(b) All items not specifically mentioned which are required for a complete unit shall be included in the unit bid price.

(c) All equipment and accessories to be furnished must be new and in current production. All products shall conform in design, strength, quality of material and workmanship to current industry standards.

(d) Each bid shall be accompanied by a copy of any applicable manufacturer's Published Price List or website, and two copies of the manufacturer's descriptive literature and specifications or website, including a copy of the manufacturer's standard warranty.

(e) All equipment and accessories shall comply with regulations of the Federal Occupational Safety and Health Administration (OSHA) and the California Occupational Safety and Health Administration (Cal/OSHA), whichever is more restrictive.

TECHNICAL SPECIFICATIONS:

- Bid Item 1.** For bid evaluation purposes only, the unit price for Bid Item 1 shall be set for all Bidders at \$1.00 per LNG gallon as a theoretical SoCal Border Index commodity price and is not necessarily the price to be used in calculating the price charged to the City.
- Bid Item 2.** Bidder shall list here the price per LNG gallon amount to be deducted from the SoCal Border Index price, if any.
- Bid Item 3.** The cost of liquefaction to produce liquefied natural gas from pipeline natural gas or other natural gas feedstock.
- Bid Item 4.** The cost per gallon for freight to deliver truck and trailer loads of LNG to the City of Fresno Municipal Service Center from a fuel source located within the State of California.

**1. FUEL QUALITY SPECIFICATIONS**

- a. The liquid natural gas (LNG) fuel furnished shall meet the following **minimum** specifications as the time of delivery to the City of Fresno:

**Minimum Methane Number of 75.**

- b. The LNG fuel supplied shall meet or exceed all current and future fuel specifications for quality for Cummins engines.

- c. The successful bidder shall, at its own expense, conduct regular quality and composition tests and analyses of the LNG being delivered to the City. The successful bidder shall, at all times, keep on file the written laboratory reports containing the specifications of the successful bidder's source LNG from which the City's supply is drawn. At any time, the City may inspect or request copies of these reports. Furthermore, the City shall have the right, at its sole costs, to independently test or analyze the LNG delivered by the successful bidder.
- d. The maximum temperature of the LNG at time of delivery shall be no higher than minus 240 degrees Fahrenheit and delivered as "unsaturated fuel". The temperature reference will be measured on the tanker truck on an as needed basis. Vendor is responsible for providing a means of accurate measurement.
- e. The maximum delivery tanker pressure shall be 60 psig.

## **2. VENDOR RESPONSIBILITY**

- a. In the event that the LNG fuel supplied by the successful bidder fails to meet the specifications, the supplier may be required to remove the contaminated fuel, clean the tanks, and refill them with non-contaminated fuel at the Suppliers expense.
- b. The Successful Bidder will be liable for any damage or citations which may be incurred as a result of any fuel spills during any part of transit or delivery. In addition, the City of Fresno reserves the right to cancel the Agreement of any Supplier or Carrier who delivers in a negligent or careless manner.
- c. The Successful Bidder shall have title to and bear risk of any loss of or damage to the fuel purchased hereunder until product is delivered in conformity with this agreement at the F.O.B. point specified, and upon such delivery title shall cease, except for loss or damage resulting from the Supplier's or Carrier's negligence. Passing of title upon delivery shall not constitute acceptance of product by the City of Fresno.

## **3. DELIVERY**

- a. The fueling site at the City's Fleet Management Division LNG fuel station consists of two (2) 6,000 gallon capacity Nexgen IMC 6000 semi-portable fuel station modules and two Nexgen 15,000 gallon capacity vertical storage tanks with transfer pump system.
- b. Delivery hours are from 8:00 am to 2:00 pm Monday through Friday; excluding city recognized holidays (a list will be provided to the successful bidder). Delivery drivers should check-in with a Fleet Management Supervisor prior to unloading fuel
- c. The complete LNG fuel trailer and transport vehicle shall be weighed at an adjacent certified scale prior to unloading for gross weight and re-weighed at the same scale for tare and residual fuel weight after unloading fuel. Both weight certificates shall be attached to the invoice, the City will not pay any invoice without the weight certificates attached with the invoice. The differential will be the billing weight and no charge will be assessed by the bidder for weigh charges.

## **4. HAZARDOUS SUBSTANCES**

### **a. CAL-OSHA Requirements**

All flammable, corrosive, toxic, or reactive materials being bid must have a complete CAL-OSHA Material Safety Data Sheet accompanying the submitted bid.



**b. Notice of Hazardous Substances**

Title 8, California Code of Regulations, Section 5194(e) (c) states that the employer must inform any contractor employers with employees working in the employer's workplace of the hazardous substances to which their employees may be exposed while performing their work. In compliance with this requirement, the City of Fresno hereby gives notice to all Bidders that the following general categories of hazardous substances are present on City of Fresno premises:

- Adhesives, sealant, patching, and coating products
- Antifreezes, coolants
- Cleaner, detergents
- Paints, thinners, solvents
- Pesticides, Petroleum products (diesel and unleaded fuel, oil products)
- Printing, photocopying materials
- Propane Welding materials/compressed gases (e.g., acetylene, oxygen, nitrogen)

More specific information may be obtained from the City of Fresno Fleet Management office at 2101 G Street Bldg F, phone 559-621-1397, and from Material Safety Data Sheets for individual products