

CITY OF HOBART BOARD OF PUBLIC WORKS AND SAFETY
Resolution No. 2016-07

A Resolution Authorizing Issuance and Publication of Request for Proposals for Compressed Natural Gas Fueling Station

WHEREAS, the Board of Public Works and Safety ("Board"), of the City of Hobart, Indiana ("City") is the purchasing agency for the City pursuant to Section 31.004 (A) of the Municipal Code of the City of Hobart and acts pursuant to the authority of I.C. §5-22-4-5(a); and

WHEREAS, the Board, as the City's purchasing agency, has all of the powers and duties authorized under the laws of the State of Indiana governing purchasing under I.C. §5-22; and

WHEREAS, the Board has been requested by the Department of Public Works to allow the issuance and publication of a Request for Proposals (RFP) for the design, construction, operation and maintenance of a Compressed Natural Gas (CNG) fueling station to be installed on the site of the City Department of Public Works facility; and

WHEREAS, the City's burgeoning fleet of CNG-fueled vehicles makes the establishment of such a station highly desirable by lowering the time and lost fuel now consumed by sending vehicles elsewhere for fueling; and

WHEREAS, the Board, has been informed that the City of Hobart is the recipient of a CMAQ Grant administered by South Shores Clean Cities, Inc. of Approximately \$541,000.00 requiring a local match by the City of approximately \$135,000.00 to fund the new station; and

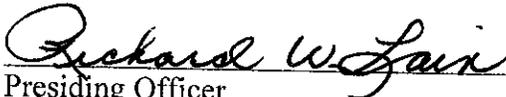
WHEREAS, the RFP purchasing method is authorized by I.C. §5-22-9-1, et seq., and requires public notice of same to be published in the manner required by law.

WHEREAS, the Board now desires to approve said RFP which is attached as Exhibit "A," and authorize publication of Notice of same to prospective applicants through this Resolution.

THEREFORE, BE IT RESOLVED by the BOARD OF PUBLIC WORKS AND SAFETY of the CITY OF HOBART, INDIANA that:

The Board now approves the RFP for the installation, maintenance and operation of a CNG fueling facility at the Hobart Public Works Department Facility attached hereto as Exhibit "A," and directs that Notice of same be published in the manner required by law forthwith.

ALL OF WHICH is adopted as the Resolution of the Board of Public Works and Safety of the City of Hobart, Indiana on this 17th day of August, 2016.



Presiding Officer

ATTEST:



DEBORAH A. LONGER, Clerk-Treasurer

CITY OF HOBART, INDIANA

NOTICE OF REQUEST FOR PROPOSALS Compressed Natural Gas (CNG) Fueling Facility

The City of Hobart is accepting proposals for the installation, maintenance and operation of a Compressed Natural Gas (CNG) fueling facility to be located on the site of the Hobart Public Works Department, 1840 East State Road 130 in Hobart, Indiana 46342. Proposals shall conform to the Request for Proposals (RFP) issued August 17, 2016 by the City of Hobart Board of Public Works and Safety. Copies of the RFP may be viewed and downloaded from the City of Hobart's website, www.cityofhobart.org, or obtained from the Office of the Clerk-Treasurer, Hobart City Hall, First Floor, 414 Main Street, Hobart, Indiana 46342.

Submissions in response to the RFP must be in writing, sealed in an envelope, and received in the Clerk-Treasurer's Office at the above address not later than 1:00 p.m. CDT, Wednesday, September 21, 2016. The submission of the proposed fees and costs for the project shall be made on the "cost proposal" form provided in the RFP, and sealed in a separate envelope within the outer envelope containing the proposal and marked as specified in the RFP. A non-mandatory site visit has been scheduled for Wednesday, August 31, 2016 at 10:00 a.m. at the Hobart Public Works site, address above.

The City of Hobart, in the award of contracts, operates without discrimination as to race, religion, color, national origin, sex, sexual orientation, gender identity, age, disability or income status. The City funds proposals made by persons or entities that do not unlawfully discriminate on the basis of age, race, sex, color, religion, sexual orientation, gender identity, disability, income status, or national origin.

The successful applicant must execute an affidavit and agreement to comply with I.C. §22-5-1.7-1, et seq. (E-Verify Program), and other requirements detailed in the RFP. The successful applicant must also comply with any conditions specified in the Grant award for the CMAQ grant that will defray a major portion of the cost of the project.

Proposals shall be reviewed by the City's Contractor Selection Committee applying the scoring system specified in the RFP. The City of Hobart reserves the right to accept or reject any and all proposals and waive any irregularities or informalities in any proposals or in the proposal process. The City of Hobart further reserves the right to award the contract to other than the lowest Proposer if such action is deemed to be in the best interest of the City of Hobart. The RFP award process shall be governed by I.C. §5-22-9-1, et seq. Discussions may be conducted with responsible offerors who submit proposals determined by the Selection Committee to be reasonably susceptible of being selected for award.

Questions prior to submission of proposals may be directed to Phillip E. Gralik, P.E., Hobart City Engineer, at City Hall (address above) during regular business hours by telephone at (219) 942-8271 or by e-mail to pgralik@cityofhobart.org.

DATED: August 17, 2016

DEBORAH A. LONGER,
Clerk-Treasurer
CITY OF HOBART

CITY OF HOBART

REQUEST FOR PROPOSAL (RFP)
FOR
COMPRESSED NATURAL GAS (CNG)
FACILITY

To be Located at:
Hobart Public Works Facility
1840 E. State Road 130
Hobart, IN 46342



NON MANDATORY SITE VISIT:

AUGUST 31st 10 am
1840 E. State Road 130
Hobart, IN 46342

SUBMITTAL DUE DATE:

SEPTEMBER 21, 2016



**CITY OF HOBART
REQUEST FOR PROPOSAL**

DESIGN/CONSTRUCTION OF A CNG STATION

1. **PURPOSE:** The City of Hobart, herein after "City" seeks an agreement with a qualified individual, firm, or corporation, herein "Contractor" to provide professional design, build, operate, maintain and supply fuel, herein "Services", for construction of a Compressed Natural Gas Station to be located at the City of Hobart Public Works Department located at 1840 E. State Road 130 Hobart, IN 46342.

- The new construction of the Station will be built on City-owned property located on the Public Works Department Site. (Exact location to be determined)

Professional services for this project include, but are not limited to:

- 1.1 Schematic Design,
 - 1.2 Design Development,
 - 1.3 Construction Documents,
 - 1.4 Bidding and/negotiation,
 - 1.5 Operation,
 - 1.6 Maintenance of Station
2. **DUE DATE:** Proposals must be received by the City of Hobart Office of the Clerk-Treasurer, Hobart City Hall, First Floor, 414 Main Street, Hobart, Indiana 46342 on or before 1:00 p.m. CDT September 21, 2016.

August 17, 2016

Deborah A. Longer, Clerk Treasurer

Proposed location for a Compressed Natural Gas Station located at the City of Hobart Public Works Department located at 1840 E. State Road 130 Hobart, IN 46342.



I. SCOPE OF SERVICES

SUMMARY

The City of Hobart (the "City") is pursuing a qualified contractor for the design services, operation, maintenance, and supply fuel of a proposed compressed natural gas (CNG) station in the City of Hobart. The selected organization would design all necessary plans, environmental documents, technical specifications and obtain any and all regulatory permit(s) necessary for construction of a CNG station, addressing all bid questions, requests for information, and provide support, construction and maintenance.

BACKGROUND

The City of Hobart has received grant funding to assist with the development of the proposed CNG Station. The proposed consultant/subcontractor will work with the City, South Shore Clean Cities, and funding agencies to maintain compliance with all documents and necessary grant deadlines.

The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves its interest at its sole discretion. All proposals received shall be evaluated applying the criteria specified in the table on page 7. The City of Hobart continues to improve the quality of life for its citizens, employees, and businesses by continuing to support products and services that will reduce its reliance on traditional fossil fuels. This scope is a series of services and products to assist the City in preliminary design, final design, extending services through procurement, construction and delivery.

CONTRACTOR'S RESPONSIBILITIES

The City of Hobart has secured funding for the development and operation of the new CNG station at the Public Works location.

It will be the contractor's responsibility to investigate the site and to design the various facilities needed to complete the CNG station under the current conditions. The contractor will also be responsible for selecting the alignments of the proposed utilities as well as the connections to the existing utilities. The City expects the contractor to collaborate with the local natural gas provider (NIPSCO) to ensure the correct facilities are installed to accommodate the City's future needs. The contractor will collaborate with the City's Public Works Department, Engineering Department, as well as South Shore Clean Cities and staff for the planning and master planning of the CNG station.

The site has an existing gas service that will supply the CNG station with natural gas and the electrical service will be supplied by NIPSCO. The proposed contractor will work with the City to design a layout of the utilities and location. The City requires the station to be constructed outdoors, at the City's Public Works Department site.

PROJECT TASKS

TASK No. 1: PRELIMINARY DESIGN SERVICES

This task should include, at minimum, sufficient time allocation for:

- Pre Design meeting with Public Works Staff, Engineering and South Shore Clean Cities,
- Review the current facilities and planned projects as background before CNG implementation process.
- Obtain any and all applicable environmental permits involved and included in the design and construction of a CNG facility which includes but is not limited to the Indiana Department of Environmental Management (IDEM). The contractor must comply with all of the applicable regulations in the design and construction of the CNG facility.
- Contractor to perform an assessment of current conditions at the proposed site, review underlying design capacity specifications, including current use, projected use, City of Hobart fueling and servicing framework, and other specifications as normally required for developing a long term CNG operational capacity.
- Contractor shall also include NIPSCO to determine the correct size of the proposed facility. The contractor should recommend cost-effective changes to the current site and integrate CNG capability for the proposed facility.
- Plans shall be developed in consultation with City staff and referring to applicable City, State and Federal Regulations and other applicable standards.
- The contractor shall assist the City in developing a plan development of the site as well as developing a plan for the different phases needed to complete the station's development.
- Submittals to the City detailing the progress made in the project shall be prepared and delivered to the City Engineer at 30%, 60%, and 90% of completion, including at least one meeting for each review/submittal.
- Final plan set printed on Mylar, wet-stamped & signed by an Indiana Registered Professional Engineer, and also must be wet signed by the City Engineer for approval. The final plan set shall also include a maintenance and operations assessment for the proposed CNG facility.
- The submittals shall include but will not be limited to: Grading Plan, Utility Plans (sewer, water, gas, storm drain, etc.), project timelines and budget estimates and any building plans for any structure required.
- The Contractor shall perform a survey for the design of the CNG Station. The City will provide survey support documents to the contractor, however the contractor is responsible for creating and generating the topo/surface of what is needed for the design.
- The Contractor must include the design of a fire system (if needed) and also must coordinate with the Fire Department.
- The Contractor must coordinate and with the Engineering & Economic Development department and comply with all their standards, codes and processes to get the plans for the CNG Facility approved (plan check).
- Plans and specifications for a security system to monitor the CNG facility remotely will also be included.

TASK No. 2: PREPARE TECHNICAL SPECIFICATIONS

This task should include, at a minimum, sufficient time allocation for:

- Submission of written technical specifications to the City Engineer at 90% of specification development and at final specification development, including at least one meeting for each submittal/review. Technical specification shall be developed in consultation with City staff.

TASK No. 3: PREPARE QUANTITIES AND ESTIMATES

This task should include, at minimum, sufficient time allocation for:

- Preparation and delivery of written reports to the City Engineer containing all quantities and estimates at 30%, 60%, 90% & 100% of completion..

TASK No. 4: PROVIDE ENGINEERING SUPPORT

- Address all bid questions and RFIs during the bid period.
- Address all design RFIs during the construction phase.

II. PROPOSAL CONTENT

- A. Statement of Qualifications – Including the background and summary of the firm and the staff (proposed to be used). The Statement of Qualification shall be supplemented by an organizational tree of how the team is structured and each portion of the tasks each member will be completing. If the contractor uses a Sub-contractor in completing the design, their information shall be included also with a letter of support stating that the Sub-contractor commits to being on the project through completion.
- B. At least three (3) references of similar service provided to other cities or utility companies/private industry.
- C. Provide a brief description of the work plan that would be proposed to carry out the tasks set forth in this RFP, including the availability of the key staff identified, as well as which staff would be assigned and response time for specific tasks.
- D. Cost Proposal for the Project. **Submit a cost proposal in a separate sealed envelope.** The cost proposal shall address each task below separately and shall include an estimated level of effort for each task and a schedule of hourly rates for engineering services for all classifications of position proposed to be associated with the agreement.

DELIVERABLES

Submit 3 printed sets of your proposal plus 1 set in PDF format on a CD or removable USB stick. There is no maximum number of pages, but *please* be concise (consideration will not be given for bulk). **Submit one (1) cost proposal in a separate sealed envelope**, the contractor shall prepare their own detailed cost proposal which covers all tasks stated in this RFP – use the attached cost proposal sheet on page 17-- just for the total cost. The proposal need not be accompanied by a check or other evidence of financial responsibility.

PROVIDED BY THE CITY OF HOBART

The following shall be provided at no cost to the applicant:

- Record Plans on file with the City
- Standard Details
- Survey support documents

SCHEDULE (Tentative)

The following tentative schedule will be utilized and is subject to revision by the City:

RFP available	8/18/2016
Site Visit 10am	8/31/2016
Deadline receipt of Proposals- 1:00 p.m.	9/21/2016
Tentative Award	9/28/2016

III. METHOD AND CRITERIA FOR SELECTION

A Contractor Selection Committee, consisting of three members, has been appointed by the Mayor as follows: Phillip E. Gralik, P.E. City Engineer (Chair), John Dubach, Director of Public Works, and Robert B. Fulton, President of the Hobart Sanitary District Board of Commissioners. The committee will review each written proposal submitted by contractors to determine if they meet the requirements of this RFP. Failure to meet the essential requirements for this RFP may be cause for rejection of the proposal. The committee will make independent random checks of the contractor's references as well as major sub-consultants.

The following criteria will be applied by the Committee to evaluate each proposal with the relative weight to be attributed (in points) to each criterion:

MAXIMUM POINTS	CRITERIA
10	Understanding of the scope of work.
20	Qualifications and Experience of Team
20	Staff Experience with similar kinds of Work
20	Ability to provide the City's needs, on time and within budget*.
10	Quality of work (submit a short sample plan set with proposal)
20	Price including all costs
100	TOTAL

*Includes completeness and accuracy of proposal, past experiences of the City of Hobart with the applicant, if

any, references from other owners, developers or municipalities regarding past work done by the applicant, combinations of the certifications of the Checker(s) for that specialty, customer service record and experience of the applicant's proposed staff.

The City of Hobart reserves the right to accept or reject any and all bids, to waive any irregularities or informalities in any proposal, and to award a contract to the Service Provider who best meets its requirements. Relevant factors which shall be completeness and accuracy of proposal; past experiences of the City of Hobart with the Service Provider (if applicable); references from other owners, developers, or municipalities regarding past work done by the Service Provider; combination of the certifications of the Checker(s) for that specialty; customer service record and experience of the proposed staff; ability to complete the job in the specified time.

Proposals may not be withdrawn for a period of thirty (30) days after date set for opening thereof, unless otherwise required by law.

The award of the contract, if awarded, will be made within twenty (20) days after opening of the Proposals. The Service Provider's signature on the Bid Proposal form shall constitute a commitment on the part of the proposer to perform the work in a workmanship manner as set forth in the Proposal Form, the Terms and Conditions, Technical Provisions, and the Request for Proposal. The Service Provider to whom the contract is awarded shall be notified upon award of the contract by the Clerk-Treasurer's Office. The Proposal Form, the Terms and Conditions, Scope of Services, the Request for Proposal, together with any plans and/or attachments, shall all be considered as part of the contract between the City and to the Service Provider to whom the contract is awarded.

The City may invite the three top-ranked applicants for a conference interview/presentation before the Contractor Selection Committee. The team representing the contractor's firm in the presentation/interview must consist of those individuals who will be directly involved in the project. In that case, the final selection of a contractor will be based on the above specified criteria applying information received in the interview/presentation.

Discussions may be conducted with responsible offerors who submit proposals determined by the Selection Committee to be reasonably susceptible of being selected for award.

The prospective contractor is advised that, the DBE/WBE plan will not be evaluated for ranking of the contractors. However, if a contractor does not propose any plan or does not propose a plan that reasonably achieves the DBE/WBE goal, the consultant proposed may be removed from consideration and declared non-responsive. If all required information is not provided, the proposal may be considered non-responsive and rejected without evaluation.

The prospective contractor is to advise that, should this Proposal result in award of a contract, the contract will not be enforced until it is approved and fully executed by the City of Hobart.

IV. TERMS AND CONDITIONS

NOTE: IT IS THE PROPOSER'S RESPONSIBILITY TO EXAMINE THE "REQUEST FOR PROPOSAL" SOLICITATION IN ITS ENTIRETY PRIOR TO SUBMITTING A PROPOSAL

A. Waiting Period

Proposals shall be firm offers, subject to acceptance or rejection for a period of up to ninety (90) days per "Request for Proposal" from the date of the proposal opening until proceedings are completed and an award is made. Service Provider shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.

B. Insurance

Service Providers are required to provide with their proposal, certificates of insurance verifying coverage, as well as a letter from the Service Provider's insurance agent or corporate Risk Management Department acknowledging that the Service Provider is able to comply with all insurance requirements. It is highly recommended that Proposers confer with their respective insurance carriers or brokers to determine in advance of proposal submittal, the availability of insurance certificates and endorsements as prescribed herein.

During the term of this Contract, the Service Provider shall maintain at Service Provider's sole expense, the following insurance.

1. Minimum Scope of Insurance:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- b. Professional Liability and errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents in conjunction with the services to be provided. Coverage limits shall be \$1,000,000 or more, per occurrence without reduction for claims paid during the policy period. The carrier should be duly insured and authorized to issue similar insurance policies of this nature in the State of Indiana.
- c. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- d. Workers' Compensation and Employers Liability: Statutory Workers' compensation limits as required by the State of Indiana and employers Liability limits of \$1,000,000 per accident.

2. Deductibles and Self-Insured Retention:

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of the Service Provider; premises owned, occupied or used by the Service Provider; or automobiles owned, leased, hired or borrowed by the Service Provider.

The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

2. For any claims related to this project, the Service Provider's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Service Provider's insurance shall apply separately to each insured against whom a claim is made or suite is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, has been given to the City.
6. Professional Liability Insurance or Errors and Omissions insurance as appropriate to Service Provider's profession shall be required and written on a policy form specifically designed to provide coverage for and protect against the negligent acts, errors and omissions of the Service Provider in the performance of the services required by this Agreement. A minimum limit of \$1,000,000 per claim and in the aggregate must be provided.

C. Proposal Preparation Costs

The City of Hobart is not, nor shall be deemed liable for any costs incurred by Service Provider in the preparation, submittal, or presentation of their proposals.

D. Proposal Inclusions

The RFP documents shall be returned completed in their entirety, with **ALL** applicable portions fully completed by the applicant. All applicants are encouraged to review and confirm that their proposal includes and specifically addresses all of the proposal requirements prior to submitting as outlined elsewhere in this document.

E. Withdrawal of Proposal Before Closing

Any Service Provider may request the withdrawal of their submitted proposal, by written request, at any time **prior** to the scheduled closing date and time. Upon receiving the written request to withdraw any proposal, the City of Hobart will consider the Service Provider's proposal null and void, and return the proposal to the Service Provider unopened. Withdrawal of Service Provider's proposal will not prejudice Service Provider's re-submittal for this or any future proposal(s).

F. Mistake in Proposal

Any Service Provider may withdraw their proposal after the proposal opening, subject to the time restrictions indicated below, **only** if the Service Provider can establish to the City of Hobart's satisfaction, that a mistake was made in preparing the proposal.

1. A Service Provider declaring a mistake must provide a written notice to the City of Hobart within five (5) calendar days following the scheduled closing date, specifying in detail how the mistake occurred, and how the mistake made the proposal materially different than it was intended.
2. Withdrawal of the proposal will **only** be permitted for mistakes made in the completion of the proposal.

G. Proposal Labeling

The proposal shall be submitted in a **sealed envelope** with all original pages intact. Proposal envelopes must be **plainly marked** and submitted as follows:

"SEALED PROPOSAL FOR: CNG STATION"

H. Submittal Location, Closing Date and Time

To be considered, proposals must be received by the Clerk-Treasurer of the City of Hobart at Hobart City Hall, First Floor, 414 Main Street, Hobart, Indiana 46342 on or before 1:00 p.m. CDT, **Wednesday, September 21, 2016**. The proposal shall be submitted in a sealed envelope with all original pages intact. Proposal envelopes must be plainly marked and submitted as follows: "Sealed Proposal for: CNG STATION." Cost proposals shall be submitted sealed in a separate envelope enclosed within the proposal envelope labeled as to the name of the applicant and "CNG Station Cost Proposal."

E-mailed and faxed proposals will not be accepted.

I. Written Questions and Answers

Any proposal received prior to the date and time specified for the receipt of proposals maybe withdrawn or modified by written request questions. All written questions shall be submitted in writing and directed via mail, or e-mail to:

- Address: 414 Main Street, Engineering Dept. Hobart, IN 46342
- Email: pgralik@cityofhobart.org
- Attention: Phillip Gralik P.E.
- Phone#: (219)-942-8271

ALL QUESTIONS MUST BE SUBMITTED BY 9/14/16 -3:00 p.m.

In order for all competing Service Providers to receive the same information, no response shall be given to verbal questions submitted by telephone or in person. Personal and/or telephonic contact with the City staff in regard to this RFP is prohibited. The City may reject the proposal of any applicant violating this rule.

Answers to all relevant questions will be addressed in addenda if deemed necessary.

J. Proposal Submittal

All proposals delivered in an express courier package shall be sealed in a separate envelope within the courier package. Any proposal found to be illegible or incomplete shall be considered for rejection. Whether sent by courier, mail, or by means of personal delivery, Proposers assume full responsibility for having their proposal deposited at the proper address and not later than the scheduled closing time. More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names, will not be considered.

The following material must be included for a proposing firm to be considered:

Executed copies of Submission Certification, Proposer Identification, Workers' Compensation Certification, Non-Collusion Affidavit, Exception Form and Addenda Acknowledgement attached to this request for proposal.

K. Proposal Acceptance

The City of Hobart reserves the right to accept or reject any and all proposals and waive any irregularities or informalities in any proposals or in the proposal process. The City of Hobart further reserves the right to award the contract to other than the lowest Proposer if such action is deemed to be in the best interest of the City of Hobart.

L. Understanding of the Project

The proposal shall contain a detailed explanation of the scope of work.

M. Public Record

Be advised that **all** information contained in proposals submitted in response to this solicitation **shall** become a matter of public record upon contract award, and be made available to the public upon request. The Applicant may identify, in writing, all copyrighted material, trade secrets or other proprietary information the Service Provider claims are exempt from disclosure. The Service Provider who claims such an exemption must also state in the proposal that, "The Service Provider agrees to indemnify and hold harmless the City and its officers, employees and agents from any claims, liability or damages against the city and to defend any actions brought against the city for its refusal to disclose such material, trade secrets or other proprietary information to any party."

N. Acceptance and Payment

Properly executed original invoice (s) shall include reference to the contract

number issued for the services, and be accompanied by detailed supporting documentation. The City shall pay the Service Provider's properly executed invoice, subject to approval by the Project Manager, within thirty (30) days following receipt of the invoice. Total payment for each phase of the work will not exceed 90% of the estimated cost of that phase until all work under that phase is completed to the City's satisfaction. Total payment for all work shall not exceed the sum of the estimated cost of all completed phases plus the partial payments for partially completed phases. Payment may be withheld for any services which do not meet or exceed city requirements or have proven unacceptable until such services are replaced, resubmitted and accepted by the City.

O. Retention of and Access to Records

At all reasonable times during the term of the contract and for a minimum of three (3) years following final settlement, the City of Hobart, and any designated representative shall have access to all records related to work performed under this contract and the Service Provider and all sub-contractors shall make such records available for inspection, audit, copying excerpts and transcriptions.

P. Drug-Free Workplace Requirements

The Service Provider and all sub(s) shall comply with the requirements of the Drug-Free Workplace Act of 1990.

Q. Americans with Disabilities

The Service Provider and all subcontractors shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

R. Conflict of Interest

No member, officer, or employee of the City of Hobart or of a local public body during his tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Furthermore, the parties hereto covenant and agree that to their knowledge no board member, officer or employee of the City of Hobart has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City of Hobart, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest.

S. Disputes

Any controversy or claim arising out of or relating to the provisions of this Agreement or the breach thereof shall be settled by arbitration, in accordance with the Indiana Rules of Alternative Dispute Resolution unless the parties agree, in writing, to some other form of alternative dispute resolution.

T. License

The awarded Service Provider and all subsequent subcontractors shall obtain a City of Hobart contractors license prior to commencing work.

U. Termination for Convenience

The City of Hobart may, by written notice, terminate this contract in whole or in part, when deemed in the city's interest. Upon termination of this contract, the City of Hobart shall only be liable for payment under the payment provisions of this contract for services rendered or supplies furnished prior to the effective date of termination.

V. Termination for Default

The City of Hobart, may, by written notice of default to the Service Provider, terminate the contract awarded in whole or in part, if the Applicant fails to:

1. Deliver or to perform the services within the time specified in this RFP or any extension; or
2. Fails to make progress, so as to endanger performance of the contract awarded; or
3. Perform any of the other provisions of this RFP.

W. Ownership of Materials and Documents/Confidentiality

The City of Hobart retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data provided to the Applicant and/or the Applicant's sub-contractor(s) pertaining to this document. Said materials and documents are confidential and shall be available to the City from the moment of their preparation, and the Service Provider shall deliver same to the City whenever requested to do so by the Project Manager and/or the City. The Service Provider shall provide the City with an electronic version of all project-related documents, including all text documents and drawings. The Service Provider agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the City.

X. Amendments and Request

The City of Hobart reserves the right to amend the Request for Proposals by addendum before the final proposal submittal date.

Y. Affirmative Action

The City of Hobart hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, creed, or national origin when reviewing the bid proposals for award of contract.

Z. Hiring of Illegal Aliens Prohibited

Service Provider shall not hire or employ any person to perform work within the City of Hobart or allow any person to perform work required under this

Agreement unless such person is properly documented and legally entitled to be employed within the United States. The Applicant, upon award of the contract, will be required to execute E-verify and Government of Iran investment declarations as required by the laws of the State of Indiana.

EE. Safety:

The Applicant and its subcontractor(s) shall comply with OSHA regulations applicable to this project regarding necessary safety equipment or procedures.

CITY OF HOBART
SUBMISSION CERTIFICATION

CNG STATION

I hereby submit to the City of Hobart the following cost proposal for work outlined in plans and specifications entitled **CNG STATION**. All of the following documents (check below) are completed, fully executed, and included in my proposal as required in the RFP documents:

- _____ Submission Certification
- _____ Cost Proposal
- _____ Signature Authorization
- _____ Customer References
- _____ Addenda Acknowledgement
- _____ Exception Form

My signature on this submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my bid proposal.

Authorized Signature

Printed Name

Date Signed

Telephone Number

CITY OF HOBART

COST PROPOSAL

TO THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF HOBART, INDIANA:

The undersigned declares he or she has carefully examined the locations of the proposed work, the Plans, Special Provisions, and Contract Documents; and is familiar with all of the conditions surrounding the work, including the availability of materials and labor, and hereby proposes to furnish all labor, materials, tools, equipment, and incidentals, to complete all of the work. All of the aforementioned shall be done in accordance with said Plans, the provisions of the City's Request for Proposals and with any addenda thereto duly issued.

PROJECT: COMPRESSED NATURAL GAS (CNG) FACILITY

Applicant Name: _____

TOTAL COST \$ _____

Note: Contractor shall prepare their own detailed cost proposal which covers all tasks as stated in this RFP – use this form to provide total cost only.

* All rates submitted must be all-inclusive and final. The City will not pay **any** separate costs for travel, lodging, per diem, printing, shipping, etc.

CITY OF HOBART SIGNATURE AUTHORIZATION

PROPOSER: _____

- A. I hereby certify that I have the authority to offer this proposal to the City of Hobart for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

Name: _____

Title: _____

Signature: _____

Date: _____

- B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

_____ An individual or.
_____ Sole proprietorship
_____ A partnership, Partners' names: _____
_____ A Limited Liability Company.
_____ A corporation.

2. My tax identification number is: _____
(For individuals this number is usually the Social Security Number.)

3. _____ I am a certified small business and Small Business Preference is applicable to this proposal. A copy of my certification from the Office of Small and Minority Business is attached.

_____ I have recently filed for Small Business Preference but have not yet received certification.

_____ I am not a Small Business.

4. _____ My business is owned by a member or members of a minority group, or a:

_____ a woman.

_____ a disabled veteran.

C. Proposer's Information

Person: _____

Title: _____

Address: _____

Phone Number: _____

Email Address: _____

CITY OF HOBART

REFERENCES

City of Hobart, Indiana requests a minimum of three (3) references where work of a similar size and scope has been completed for governmental agencies.

1. Agency Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email Address: _____

2. Agency Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email Address: _____

3. Agency Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email Address: _____