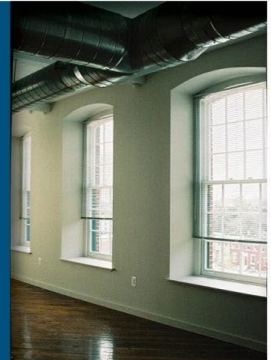




Philadelphia  
Redevelopment  
Authority



## Request for Proposals (RFP)

Design, Build, Operate & Maintenance Compressed  
Natural Gas (CNG) Fueling Station

3030 S. 63<sup>rd</sup> Street, Philadelphia, PA 19153

December 21, 2018

# Table of Contents

Table of Contents:	1
Project Description/Cost Proposal:	2
Application Process:	6
Proposal Submission Requirements:	8
Evaluation and Selection:	10
Events of Disqualification or Default:	10
Declarations and Other Information:	11

## Attachments:

- A. City of Philadelphia Economic Opportunity Plan
- B. Campaign Contribution Disclosure Forms
- C. Philadelphia Tax Status Certification and Conflict of Interest Form
- D. PRA Insurance Requirements
- E. Conceptual Station Layout



# Project Description/Cost Proposal

## A. PROJECT DESCRIPTION AND BACKGROUND INFORMATION:

On behalf of the City of Philadelphia (“City”), the Philadelphia Redevelopment Authority (“PRA”) is requesting proposals for the design, construction, operation, and maintenance of a Compressed Natural Gas (CNG) fueling station at the Facility located at 3030 South 63<sup>rd</sup> Street, Philadelphia, PA 19153. The CNG fueling station (Station) will be owned by The City of Philadelphia. The Station will be completely operated and maintained by the successful Applicant (“Contractor”) under an initial ten (10) year Operation and Maintenance (O&M) contract with the City, with successive five (5) year terms unless terminated by either party.

The CNG fueling station will be designed, engineered, permitted, built, commissioned, operated and maintained by the Contractor whose proposal meets all the requirements of the request, and is most competitive. This procurement will not be evaluated solely on pricing.

## B. GENERAL REQUIREMENTS:

As a minimum requirement, the Contractor must have designed, built, and provided O&M services to at least five (5) 450 standard cubic feet per minute (SCFM) or greater CNG stations within the last two (2) years. Also, the Contractor must have current O&M contracts for at least five (5) comparable-sized CNG stations. Comparable stations are those that are similar in size and throughput with O&M services.

The Contractor’s responsibilities under these specifications consist of the following general categories:

- The design, construction, and commissioning of a new state-of-the-art CNG fueling station including fully integrated fuel compression and time-fill dispensing system.
- Perform all related engineering design functions including Civil, Mechanical, Electrical and Instrumentation.
- Permitting, site work including equipment foundations, safety systems, lighting system, fuel management system, startup and commissioning, and all other activities and tasks necessary for a fully functional 24/7 self-serve CNG fueling facility.
- The Contractor will be responsible for coordinating bringing in utilities gas, electric and phone/internet within 20’ of the compressor compound. All costs associated with bringing utilities in for the Station will be the City’s responsibility as a pass through.
- Provide a ten (10) year O&M services contract (renewable thereafter) with Contractor’s personnel for all operating services, preventative, emergency maintenance and repairs to begin immediately following commissioning of the Station. This includes all daily, weekly, monthly, annual, and any other necessary recurring preventative or emergency maintenance to ensure that the Station is functioning properly with no City of Philadelphia involvement.

## C. DESIGN INFORMATION AND TECHNICAL REQUIREMENTS:

The following information is provided for consideration in the design, construction, and O&M of the Station:



Project Description:	A private time-fill CNG fueling station located on the property specified. All equipment must be new. See Attachment "E" for Conceptual Station Layout.
Owner:	The City of Philadelphia will own the CNG fueling station and equipment.
O&M:	All O&M services are to be included in the contract awarded under these specifications for ongoing Station operations and all preventative and emergency maintenance, labor, parts and materials for the entire CNG fueling station. Detailed description of all O&M services included is outline below.
Access:	Only fleets operated by The City of Philadelphia shall be granted access to the time-fill CNG station. No public access shall be granted.
Compression:	Minimum compression capacity of two (2) 150hp compressors with a minimum of 450 SCFM total. Compressors must be belt driven with non-lubricant cylinders. Compressors must have inline recovery tank and air cooled heat exchangers.
Dispensing:	Station will include forty-three (43) plumbed time-fill posts. Thirty (30) complete assembly time-fill post included in initial buildout. Fast-fill isolation valve and fueling point must be included.
Block Heaters:	Station will include block heaters for all forty-three (43) time-fill parking spots.
Storage:	Minimum of one (1) ASME CNG storage vessels with a capacity of 11,537 SCF at 4,500 PSI.
Natural Gas Dryer:	One (1) single tower automatic regenerative natural gas dryer to handle the gas supply and remove sufficient moisture content to meet SAE J1616 specifications.
Genset Transfer Switch:	Station will include an Automatic Genset Transfer Switch and Lug Box to be able to plug in a portable backup generator designed to power one of the compressors if the Station ever loses power.
Natural Gas Source:	The local gas utility PGW reports 10 PSIG as the minimum suction pressure.
CNG Fuel Usage:	The City of Philadelphia usage will follow a plan to replace at a minimum of twenty-five (25) existing refuse trucks with CNG refuse trucks throughout the term of the Agreement. In year one (1) of the O&M Agreement, The City of Philadelphia anticipates having eleven (11) CNG refuse trucks, year two an additional fourteen (14) CNG refuse trucks. Additional trucks will be added, quantity to be determined at a later date. Each refuse truck is anticipated to consume approximately 15 Gasoline



Gallon Equivalents (GGE) each per day, five (5) days a week with an annual consumption of approximately 4,000 GGE's per refuse truck.

**D. SCOPE OF REQUIRED SERVICES:**

The work to be performed under this Specification shall include, but is not limited to, the following: Perform all necessary engineering design of an integrated CNG Station in accordance with the requirements stated in this Specification.

- Specify and procure all equipment, systems, devices, materials and parts, etc. for the Station.
- Furnish all necessary labor and materials for the complete installation of the integrated Station including all related site work inside the project site boundary.
- Provide labor and equipment for all necessary testing and startup operation of the Station.
- Provide instructions and training services on the design and operation of the Station for City of Philadelphia staff as required.
- Prevailing Wage for station design, engineering, permitting and construction must be included.
- Provide three (3) copies of operation and maintenance manuals of the Station.
- Coordinate all necessary utilities including electric, gas, and telephone/internet.
- Apply for and obtain all necessary permits and licenses for the installation and operation of the integrated Station.

Variations, additions, and deletions to this list are subject to The City of Philadelphia approval.

**E. DRAWINGS AND CONSTRUCTION SPECIFICATIONS:**

The Contractor shall submit construction design drawings, calculations, and other appropriate design documents for The City of Philadelphia review and approval prior to the start of construction. Drawings and documents shall be updated to reflect the final as-built installation and the Contractor shall submit 3 copies to the City of Philadelphia as a condition of final acceptance of the Station. The Contractor shall submit final as-built drawings in hard copies as well as in electronic files.

**F. LUMP SUM DESIGN & CONSTRUCTION BID AND SCHEDULE:**

- Lump Sum Design & Construction Bid (Integrated CNG Station):

\$ \_\_\_\_\_

- Design Schedule:

Design, engineering and permitting is estimated to start in \_\_\_\_\_ 2019 and construction completed in \_\_\_\_\_ 2019.



**G. OPERATIONS AND MAINTENANCE SERVICES:**

- **General** – The Contractor shall provide CNG fueling station O&M including all labor, consumables, preventative and emergency maintenance repairs. Preventative maintenance shall include weekly, monthly, quarterly, and other annual service as required and recommended by the manufacturers of the CNG station equipment for the entire CNG facilities covered in this project for an initial period of ten (10) years from the date of acceptance by The City of Philadelphia. Thereafter, the term shall automatically extend for a period of successive five (5) year terms unless terminated by either party. Maintenance shall also include handling and on-site storage of all waste generated during maintenance activities in full compliance with all federal, state, and local laws.

The O&M services include labor, parts, materials, replacement equipment, permits, inspections, testing, and all monitoring of Station operating systems. The Contractor shall have the capability to remotely monitor the key compressor system variables and dispensing status. An electronic copy of all O&M records shall be provided to The City of Philadelphia on a quarterly basis no later than 30 days following the end of each quarter.

Compressor manufacturer scheduled overhauls/rebuilds are not be included in the Contractors base O&M scope of work and price. Such work will be completed by Contractor, at manufacturer recommended intervals as needed, but will be separately billed to City based on time and material rates provided. Contractor will provide a list of compressor manufacturer scheduled overhauls/rebuilds, not included in the base O&M scope of work and pricing, and budgetary price associated with that work. In addition, Contractor shall not be responsible for Catastrophic Failures not caused by poor maintenance or contractor's negligence.

- **O&M Activities** – O&M is the day-to-day monitoring of the Station systems including flow, temperature, pressure, vibrations, leaks, false alarms, etc.

Scheduled maintenance is the specific maintenance performed in conformance with manufacturer's recommendations that may be over a specific period or frequency. Unscheduled maintenance is emergency or unplanned service resulting from a system shutdown or failure causing the Station or at least one of the compressors to not be fully operational. The Contractor shall locally store and maintain an adequate supply of critical spare parts, based on vendor recommendations, for use in emergency situations. Contractor shall provide where their local parts warehouse is located.

- **O&M Labor** – The Contractor will provide locally-based, company employed (not third party contractors) OEM compressor(s) certified and trained, service technician(s) for all maintenance services that have demonstrated experience and competency in maintaining other similar CNG station equipment. The Contractor's service technicians are to be available 24 hours per day, 7 days per week for the duration of the O&M contract. The Contractor must have at a minimum two (2) locally based service technicians that reside no more than two (2) hours from the Station. The Contractor shall use commercially reasonable efforts to be on site within a two (2) hour period if either the Station or compressor(s) are shut down and not capable of fueling. The Contractor will incur all costs associated with meeting all applicable regulations, codes and standards, including costs associated with securing and meeting the terms of all necessary permits. The Contractor shall provide all standard and specialty tools to efficiently maintain and service the equipment.



- Compressor Compound and Fuel Dispensing Area – The compressor(s) and related controls shall be free from defects or wear, in good working order free of detectable leaks. The fueling panels, hoses, nozzles, and related fueling components shall be free from defects or wear, in good working order and free of detectable leaks. All leaks shall be immediately repaired.
- Record Keeping – The Contractor shall maintain all records and reports electronically during the entire O&M contract period.

**H. OPERATIONS AND MAINTENANCE FEES:**

- Fixed Monthly O&M Fee: \$ \_\_\_\_\_

Time & Material (T&M) Rates for emergency or unscheduled repairs:

- Mon – Fri 8:00am – 5:00pm (Regular Hours): \$ \_\_\_\_\_ per Hour
- Mon – Fri 5:00pm – 8:00am (Overtime) and All Day Sat & Sun: \$ \_\_\_\_\_ per Hour

Compressor Manufacturer Scheduled Overhauls/Rebuilds Budgetary Price:

- \$ \_\_\_\_\_ EACH

**I. CONTRACTOR’S RESPONSIBILITY AND GUARANTEE:**

The Contractor shall assume full responsibility for proper functioning of the integrated Station and guarantee that the Station meets the performance requirements as described in this Specification.

The Contractor shall guarantee that the equipment, materials and workmanship furnished under this contract will be as specified and free from defects for a period of at least **five (5) years** from the date of acceptance of the work.

If the Contractor neglects to make, or undertake with due diligence to make, the necessary repairs or adjustments within **thirty (30) days** after the City give the Contractor notice of defect, failure, or abnormality of the work, the City is hereby authorized to make the repairs or adjustment itself or order the work to be done by a third party. The cost of the work shall be paid by the Contractor or be deducted from the amount due to the Contractor.

## Application Process

### Submission Deadline

Applicants must submit proposals no later than **January 31, 2019 at 3:00 PM**; absolutely no proposals will be accepted after that time.





### Mandatory Pre-Bid Meeting

All applicants must attend the mandatory pre-bid meeting at 3030 S. 63<sup>rd</sup> Street, Philadelphia, PA 19153 at **1:00 P.M. on January 10, 2019**.

The names and contact information for all attendees at the pre-bid meeting will be posted on PRA's website as public information within a few days of the pre-bid meeting.

### Questions/Requests for Additional Information

PRA will accept questions and requests for additional information directed in writing to RFP@pra.phila.gov **up to 3 PM on January 14, 2019**. Questions, responses, and additional information will be posted on the PRA Website within **3 business days** of this date

### Related Parties

Applicants (i.e. individuals, organizations, and businesses) may submit only one response to this RFP. Individuals or businesses that are legally related to each other or to a common entity may not submit separate proposals. The PRA and City, in their sole and absolute discretion, retains the right to reject any proposal where:

1. Applicants or principals of applicants are substantially similar or substantially related parties; or;
2. The PRA and City has determined that the applicant has violated these conditions or the spirit of these conditions.

### Submission Process

Responses will only be accepted in either of the following:

1. Online Submission – via the electronic portal on PRA's website (<http://www.philadelphiaredevelopmentauthority.org/>); or
2. Hard Copy Submission – Submit 3 original copies of the Response and one electronic copy on a USB Flash Drive to the PRA via hand delivery or registered mail. Files on the USB Flash Drive may only be in Microsoft Word or Adobe PDF. Applicants may hand deliver or send their Response via registered mail to:

Robert LaBrum  
Director, Design & Construction  
Philadelphia Redevelopment Authority  
1234 Market Street, 16th Floor  
Philadelphia, PA 19107

### Disqualification

Bids will be disqualified if:

1. They are submitted after the specified deadline;





2. They are submitted by some means other than the two formats listed above. For electronic submissions, the PRA website portal is the only means that will be accepted. Submissions sent via email, Dropbox or other electronic venues will be disqualified;
3. If the bid package is incomplete.

### Schedule

The timeline for this opportunity is as follows:

Event	Date
RFP posted	December 21, 2018
Mandatory Pre-Bid Meeting	January 10, 2019; 1:00 PM
Questions and requests for additional information due	January 14, 2019; 3:00 PM
Responses due	January 31, 2019; 3:00 PM
Respondent selected (Estimate)	February 2019

PRA reserves the right, in its sole discretion, to alter this schedule as it deems necessary or appropriate.

## Proposal Submission Requirements

Responses to this Request for Proposals must contain the information described below and conform to the following format:

### **A. Executive Summary**

A written narrative of the proposed project should be provided in the form of a cover letter addressed to Robert LaBrum, Director Design and Construction. The narrative should be no longer than two (2) pages in length and should succinctly summarize and describe the proposed project. At a minimum, it should seek to address all of the evaluation criteria. Please note any contingencies to the submitted bid price.

### **B. Financial Summary**

Responses must demonstrate financial wherewithal and the capacity to carry out proposed project. Submissions must provide documentation of available funds in an amount no less than the amount valued at the cost of the entire project. Failure to provide clear evidence of committed sources of funds for the proposal to design, fabricate and install and retro-fit necessary equipment for the project will disqualify submissions.

1. Evidence of financial capability to fund the total cost of the project. Acceptable forms of evidence include:
  - audited financial statement for last fiscal year plus internal financial statements ending the most recent quarter;
  - signed commitment letter(s) that reference funding this project as proposed, or



- other written evidence of financial support from one or more lending institutions specifying amount to be committed;
  - These elements will be reviewed and summarized as the financial components of the proposed development program.
2. Litigation/Judgments – The proposal must contain information regarding any litigation (pending or threatened) in which the Contractor entity or any members of the Contractor’s team are involved and any judgments that have been rendered against the Contractor entity or any member of the Contractor team that may affect the ability to successfully execute the proposed project.

**C. Contractor Team Qualification**

**1. Statement of Qualifications; Relevant Experience**

Provide a statement of qualifications and capability to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this RFP. If any minimum qualifications for performance are stated in this RFP, Contractor must include a statement confirming that Contractor meets such minimum requirements.

**2. Project Team Organization and Team Resumes**

The Contractor shall identify any joint venture partners or their associates by listing the firm, address and telephone/fax numbers and contact person. If a joint venture or association between firms is proposed, describe the contractual relationship.

The proposal shall include a description of the proposed team in both narrative and chart form. The proposal should clearly indicate the relationship, roles and responsibilities of each organization and individual team member. **Key positions/individuals should be specifically identified by name and title, with narrative describing their respective areas of expertise, responsibility and reporting.**

For each key team member, describe prior experience as it relates to the technical requirements of this project and the individual’s position on the project team. Describe all relevant professional experience, academic degrees earned, professional licenses and awards, any special skills and supplementary training relevant to the requirements of this project.

Any proposed project staff that are not full-time employees of one of the corporate team members shall be clearly identified. Briefly describe their employment arrangement and availability for this project.

The Contractor team should demonstrate experience working together by listing all projects in which they have participated.

**3. Status of Current Projects**

List all incomplete contracts held by your organization at present. Indicate the contracting entity, contract number, location of the work, % complete, and amount for each contract.



**4. Safety Record (s)**

The Contractor team shall provide records of the entities performance in the safety area of related construction projects, listing any and all citations by OSHA for safety violations. The Contractor shall provide the team's Experience Modification Ratio (EMR) for the past (3) three years consisting of 2015, 2016 and 2017.

**5. Environmental Record(s)**

The Contractor team shall provide records of the entities performance in the environmental area of related construction projects, listing any and all citations by the EPA, etc. for environmental violations.

**D. Economic Opportunity Policy & Project Goals**

The Contractor team should demonstrate their experience working with MBE&WBE firms in addition to completing the "City of Philadelphia Economic Opportunity Plan" form (Attachment A).

**E. Campaign Disclosure Forms**

Each member of the development team must complete the Campaign Disclosure Forms in Attachment B.

**F. Conflict of Interest Form**

All proposals submitted in response to this RFP must contain a fully executed Conflict of Interest form. A copy of this form is attached as Attachment C.

## Evaluation & Selection

PRA intends to award this contract to the respondent that best demonstrates the level of experience, skill and competence required to perform the services called for in this RFP in the most efficient, cost-effective, and professional manner. The PRA will initially review the proposals to determine compliance with the Proposal Submission Requirements. Only proposals that comply with these requirements will be considered for evaluation. If no proposal meets these requirements, the PRA may allow all respondents to supplement their submissions to conform to these requirements.

PRA will evaluate Contractors based on the following factors:

1. Complete application and eligibility of Contractor including compliance with all requirements listed in this RFP;
2. Appropriateness of firm for the scope of work, and ability to carry out the work in a high-quality standard on time and budget;
3. Prior experience, including competence and proven track record working with City of Philadelphia and/or other public agencies;
4. Track record of economic inclusion in contracting and workforce;
5. Bid price;
6. Any other factors the PRA considers relevant to the evaluation of the responses; and
7. Financial capability



## Events of Disqualification or Default

Subsequent to the selection of a firm, and before execution of an Agreement, the PRA may treat any of the following as an event of disqualification or default:

1. Unilateral withdrawal by the selected respondent;
2. Failure to proceed substantially in accordance with the proposal as submitted;
3. Failure by the Respondent for any reason whatsoever to timely execute the Agreement when tendered;
4. Material misrepresentation, omission, or inaccuracy contained in any document submitted either as part of the Request for Proposals, or subsequent thereto. For the purposes of this section, the PRA places particular importance on the information required by the Respondent's Statement of Qualifications and Financial Responsibility and the Respondent's Statement for Public Disclosure;
5. Failure to provide in a timely manner the additional material required after selection throughout the PRA disposition process.

Upon the happening of an event of disqualification or default by the Respondent, PRA shall have the right, at its election, to:

1. Rescind its selection; or
2. Declare null and void an Agreement that may already have been executed.

## Declarations and Other Information

**Economic Inclusion:** The PRA strongly encourages and promotes the employment of qualified MWDBE firms in all aspects of its procurement of goods and services. If applicant is a Certified MWDBE; please submit information to confirm Certification as part of bid proposal.

**Tax Clearance and Conflict of Interest Form:** Respondents, upon request of the PRA, must provide evidence satisfactory to the PRA that all municipal taxes, including business taxes, real estate, school, water and sewer charges, if applicable, are current for both the individual applicant and the applicant's firm and neither is currently indebted to the City; will at any time during the term of the agreement be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Please complete the Philadelphia Tax Status Certification and Conflict of Interest form (Attachment C) and submit it with your proposal.

**Campaign Contribution Disclosure Forms:** Please complete the applicable disclosure forms (Attachment B) and submit with your proposal.

**Insurance Requirements:** Please submit a certificate of insurance evidencing the required coverages as outlined in Attachment D with your proposal. If, for any reason, you cannot comply with the insurance requirements, please provide the reasons for your inability to do so and the PRA will consider any deviations from the insurance requirements on a case-by-case basis.



By submitting a proposal in response to this RFP, an Applicant affirmatively acknowledges: (i) its acceptance of the terms and conditions of this RFP; (ii) the PRA may exercise in its sole discretion the following rights; and (iii) the PRA may exercise the following rights at any time and without notice to any Applicant.

1. to reject any and all proposals;
2. to supplement, amend, substitute, modify or re-issue the RFP with terms and conditions materially different from those set forth here;
3. to cancel this RFP with or without issuing another RFP;
4. to extend the time period for responding to this RFP;
5. to solicit new proposals;
6. to conduct personal interviews with any Applicant to assess compliance with the selection criteria;
7. to request additional material, clarification, confirmation or modification of any information in any and all proposals;
8. to negotiate any aspect of a proposal, including price;
9. to terminate negotiations regarding any and all proposals at any time;
10. to expressly waive any defect or technicality in any proposal;
11. to rescind a selection prior to contract execution if the PRA determines that the proposal does not conform to the specifications of this RFP;
12. to rescind a selection prior to contract execution if the PRA determines that the specifications contained in this RFP are not in conformity with law or that the process in selection of a proposal was not in conformity with law or with the legal obligations of the PRA;
13. in the event a contract is awarded, the successful Applicant or Applicants shall procure and maintain during the life of the contract liability insurance in an amount to be determined prior to the award of any contract;
14. in the event a contract is awarded, all Applicants agree to perform their services as an independent contractor and not as an employee or agent of the PRA;
15. in the event a contract is awarded, all Applicants agree that no portion of performance of the contract shall be subcontracted without the prior written approval of the PRA; and
16. each Applicant agrees to indemnify, protect and hold harmless the PRA from any and all losses, injuries, expenses, demands and claims against the PRA or the City of Philadelphia sustained or alleged to have been sustained in connection with or resulting from (i) the submission of the Applicant's proposal; (ii) the delivery by the Applicant to the PRA of any other documents or information; and (iii) any other conduct undertaken by the Applicant in furtherance of or in relation to the Applicant's proposal. Each Applicant agrees that its duty to indemnify and hold harmless shall not be limited to the terms of any liability insurance, if any, required under this RFP or subsequent contract.

**The Authority is under no obligation whatsoever to Applicant as a result of this RFP. The RFP does not represent any commitment on the part of the Authority to Applicant or the project. In no event shall the Authority be responsible for any cost, expense or fee incurred by or on behalf of Applicant in connection with the RFP. Applicant shall be solely responsible for all such costs, expenses and fees.**

**NOTICE: The PRA is subject to the Pennsylvania Right to Know Law. Any information provided in your Response to this may be subject to disclosure to the public. Documents provided in response to this RFP may also be required to be disclosed by applicable law, subpoena, and/or court order.**

