The Alameda-Contra Costa Transit District (AC Transit) provides Addendum No. 2 to the Invitation for Bid (IFB) 2012-1209, issued June 25, 2012, requesting Directed Biogas and Supplemental Gas Services.

A. Invitation for Bid (IFB) 2012-1209, is amended and posted on the [www.actransit.org](http://www.actransit.org) website, effective Tuesday July 10, 2012.

B. The attached IFB has been updated from the original as published to the District’s website June 25, 2012, key update features are detailed on the IFB cover sheet and are italicized within the IFB document.

C. **NAESB 2002, 2006 with appropriate Special Provisions and Confirmations are attached under separate cover. Bidders must select one or the other of these options as the basis for their offer.**

D. IFB bid submission information has been changed as follows:

   To be considered, one (1) original and one (1) copy of the bid must be received by **2:00 p.m. local time, on Thursday, July 12, 2012**, at the offices of the AC Transit, Procurement and Materials Department, 10626 International Blvd., Oakland, CA 94603, Attn: Lynda McBroom, Contract Specialist. **Bids received after the deadline or delivered to a different location will not be accepted.** See IFB Late Submissions and Modifications of Offers clause.

   **A signed copy of this Addendum Nos. 1 & 2** must be submitted by the bid submission due date of **2:00 p.m. local time, on Thursday, July 12, 2012**, at 10626 International Blvd., Oakland, CA, Attn: Lynda McBroom. No fax or email transmittals will be accepted.

D. The last day the District will receive questions, discussion points or inquiries on the IFB has closed.

Proposer hereby acknowledges receipt and understanding of this IFB, Addendum No. 2, executed this 10th day of July 2012, to be signed and included with bids.

_________________________
Signature
Date:

_________________________
Typed Name and Title
Name of Company __________________________
July 10, 2012

The Alameda-Contra Costa Transit District ("AC Transit" or "District") is seeking **Firm Price bids** from qualified firms to provide approximately 25,000 MMBTU per year (68 MMBTU per calendar day, on average) of pipeline quality gas to the PG&E Citygate location in Oakland, California. Of the total quantity of gas purchased, a **minimum of 75%** must be derived from state certified biogas supplies as defined in the 2010 PG&E SGIP Handbook, Section 2.6.1 (May 5, 2010), and the remainder from standard supply (supplemental gas). The work shall include the services and supply necessary to meet the Scope of Work and Specifications set forth in the Invitation for Bid (IFB).

**NOTE:** Changes to the IFB dated June 25, 2012, in the following document are highlighted and italicized for your review and convenience.

**IFB PRIMARY CHANGES:**

1. Gas purchases are expected to commence in March 2013, and continue for a period of **sixty months** following the first delivery of biogas and supplemental gas.

2. **All bidders are to provide a 60-month bid.**

3. Of the total quantity of gas purchased, a **minimum of 75%** must be from state certified biogas supplies with the remainder of the 25,000 MMBTU per year (68 MMBTU per calendar day, on average) from standard supply (supplemental gas).


5. **A non-mandatory pre-bid conference was held on Tuesday, June 26, 2012, 10:00 a.m. at General Offices, 2nd Floor Board Room, 1600 Franklin Street. Oakland, CA 94612.** Addendum No. 1 includes formal responses to issues raised at the conference. See the District's website for Addendum No. 1.

6. **Attachment 6-5a has been removed. See documents under separate cover on the District’s website. Documents replace 6-5a:**
   - 6-5a NAESB 2006 (redlined)
   - 6.5b NAESB 2002 (new attachment, not redlined)

7. **This project is on a fast track for award. A bid must be received on or before the public bid opening scheduled for 2:00 p.m. Thursday, July 12, 2012.**
Public bid opening will be held at the AC Transit, Central Maintenance Facility, Attn: Ms. Lynda McBroom, Contract Specialist, 10626 International Boulevard, Oakland, CA 94603.

Submittals shall be in accordance with the requirements set forth in the IFB documents. Submission of a bid shall constitute a firm offer to the District. Bids shall be valid for a period of sixty (60) business days from the bid acceptance closing date.
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6-5a. **NAESB 2006 (redlined, replacing 6-5a in original IFB)**

6-5b. **NAESB 2002 (non-redlined, replacing 6-5a in original IFB)**
1.1. **INTENT OF PROCUREMENT**

The Alameda Contra Costa Transit District has supported fuel cell technology since 1999 to develop zero-emission solutions for heavy-duty transit applications. A hydrogen station under development will feature the use of a **400 kW solid oxide stationary fuel cell system fueled with at least 75% directed biogas and 25% supplemental gas** providing a substantial quantity of carbon-free, renewable electricity to support the power needs of AC Transit’s largest operating division of more than 200 buses, while also generating carbon-free hydrogen for its fleet of fuel cell buses.

The purpose of the IFB is to award a contract to a qualified Gas Marketer to provide approximately 25,000 MMBTU of gas per year (68 MMBTU per calendar day on average) of pipeline quality directed biogas (**75% of total supplied gas**) and supplemental gas (**25% of total supplied gas**) to the PG&E Citygate in Oakland, California, at a fixed price for each supply. Contract award delivery period will be for a period of sixty months following the first delivery of biogas and supplemental gas.

Although the awarded contract is to be effective upon full execution of the contract, purchase of biogas is not anticipated to occur until March 2013.

1.2. **RESERVATION OF RIGHTS**

This IFB does not commit the District to award a contract, to pay any costs incurred in the preparation or presentation of a bid, or to procure or contract for services. The District shall not be liable for any costs incurred by bidders for any work performed in connection with bid preparation. The District reserves the right, at its sole discretion, to reject any and all bids and/or to waive any minor informalities or irregularities in any bid or in the bidding procedure.

1.3 **COORDINATION, INTERPRETATION, AND EXAMINATION OF CONTRACT DOCUMENTS**

Sample Contract, Attachment 6-5, **and 6-5a or 6-5b**, attached North American Energy Standards Board (NAESB), consisting of Base Contract for the Purchase and Sale of Natural Gas, General Terms and Conditions, Transaction Confirmation, and Special Provisions to Base Contract for Sale and Purchase of Natural Gas, along with IFB General Conditions and Information for Bidders, Special Conditions and all other parts and forms of the IFB, shall constitute a single integrated Contract agreement, based on the following conditions:

**NOTE:** Bidders will find two sample contracts based on the NAESB 2006 and NAESB 2002 forms, with appropriate Special Provisions and Confirmations. Bidders must select one or the other of these options as the basis for their offer.
A. In the event of inconsistencies between requirements contained in different components of the Contract documents, the specifications and Contract plans shall govern over the General Conditions and Information for Bidders.

B. Should it appear that the work to be done or any matters relative thereto is not sufficiently detailed or explained in the Contract documents, the Contractor shall apply to the District in writing for such further written explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of the Contract documents, written clarification shall be sought from the District, which decision shall be final.

C. The Contractor shall thoroughly examine and become familiar with all of the various parts of these bid documents and determine the nature and location of the work, the general and local conditions and all other matters, which can in any way affect the work under this Contract. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of this Contract. No oral Contract or conversation with any Director, officer, agent or employee of the District, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations contained herein.

1.4 **MANDATORY PRE-BID CONFERENCE.** *Note: Pre-bid conference changed to non-mandatory and held 6/26/12*

A. There will be a non-mandatory pre-bid conference held at the following location:

1. **AC Transit**  
   General Offices  
   1600 Franklin Street.  
   2nd Floor Board Room  
   Oakland, CA 94612

2. Date: Tuesday, June 26, 2012

3. Time: 10:00 -- 11:00 a.m.

B. Questions regarding the IFB shall be submitted via email or in writing to Contract Specialist [Lmbroom@actransit.org prior to or by COB June 25, 2012](mailto:Lmbroom@actransit.org), to provide sufficient time for District staff to prepare responses. Along with completed sign-in sheets, written questions submitted prior to, and questions raised at, the pre-bid conference will be answered by written addenda to the IFB. Upon posting or delivery, such addenda will become part of the bid documents and binding on all eligible bidders.
1.5 **QUESTIONS AND CLARIFICATIONS**

Questions and/or requests for clarification should be directed to:
AC Transit
10626 International Blvd.

*Oakland, CA 94603*
Attn: Lynda McBroom, Contract Specialist
E-mail: Lmcbroom@actransit.org
Phone (510) 577-8818

*FAX: (510) 577-8839*

1.6 **TYPE OF CONTRACT**

This is a *firm price* Contract.

1.7 **CONTRACT TERM**

A. *A Contract shall begin on the date entered into and continue for a period of sixty months following the first delivery of biogas and supplemental gas*

B. *All bidders are to provide one 60-month bid. Contract award period will be based on overall best value as determined by the District.*

C. Purchase of gas is not anticipated to begin until March 2013, with the completion of the District’s solid oxide stationary fuel cell system.

1.8 **BID PREPARATION**

Bidders shall complete the Bid Form and Instruction form, IFB, Section 5, and all attachments in accordance with the following:

A. The bidder shall not delete, modify, or supplement the printed matter on the Bid Form or make substitutions.

B. The Bid Form and all attachments and forms shall be completed in ink or typed.

C. The bidder shall sign the bid form in the provided spaces on Section 5, Bid Form and Instructions. If bidder is the sole owner, the owner shall sign the bid. If
bidder is a corporation, two (2) corporate officers must sign on behalf of the corporation as follows: (1) the chair of the board, president, or vice president; and (2) the secretary, assistant secretary, chief financial officer, or assistant treasurer. If bidder is a partnership, the true name of the firm shall be set forth above; the names and addresses of all partners shall be given and a partner in the firm shall sign the bid authorized to sign contracts on behalf of the partnership. If the bidder is a joint venture, the bid shall be signed by each participating company, by officers, or other individuals who have the full and proper authorization to do so. If the bid is signed by an agent of the bidder, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the District prior to opening of bids, or must be submitted with. If requested by the District, the bidder shall promptly submit evidence satisfactory to the District of the authority of the person signing the bid. See attachment 6-4, Bidder’s Declaration and Statement of Understanding.

1.9 BID CONTENTS

For bids to be considered responsive, the following information must be submitted:

A. A brief description of the history and background of the firm, including a statement of bidder qualifications and experience in performing the type of work required for this project.

B. Documentation supporting that the bidder meets the Minimum Qualifications of the solicitation as set forth in part 1.14, below.

C. The name, title, address, telephone number, fax number, and e-mail address of the bidder’s contact person during the bid process.

D. A statement disclosing any potential conflicts of interest in connection with the award of the Contract.

E. A statement acknowledging by name the receipt of any addendum issued by AC Transit.

F. Completed and signed Bid Form and Instructions, Section 5.

G. A completed NAESB 2002, or 2006 document, see attached 6.5a and 6.5b, NAESB documents, Special Provisions and a Confirm,

H. Completed statements, certifications and affidavits (see pages 21 through 24).
1.10 BID SUBMISSION

A. To be considered, one (1) original and one (1) copy of the bid must be received by **2:00 p.m. local time, on Friday, July 12, 2012**, at the offices of the AC Transit, Procurement and Materials Department, 10626 International Blvd., Oakland, CA 94603, Attn: Lynda McBroom, Contract Specialist. Bids received after the deadline or delivered to a different location will not be accepted. See IFB Late Submissions and Modifications of Offers clause.

B. Submit one sealed package containing one (1) sealed envelope containing one (1) original and one (1) copy of technical Bids and a separately sealed envelope containing one (1) original and one (1) fee schedule offer. Each bid must be clearly marked to show the bidder’s name and the IFB title and number, without being opened. **Faxed or electronic bids will not be accepted.**

1.11 PUBLIC OPENING OF BIDS

Bids will be publicly opened and read aloud at the date, time, and place designated in the IFB Bid Submission clause. Attendance is not mandatory; bidders and their authorized representative are invited to be present.

1.12 LATE SUBMISSIONS, and MODIFICATIONS OF OFFERS. Offers sent through the mail and arriving after the date and time for receipt of bids will be considered, if mailed not later than the fifth calendar day before the date specified for receipt of bids and if sent by REGISTERED MAIL or by CERTIFIED MAIL for which a POSTMARKED RECEIPT has been obtained. **UNLESS LATENESS IS THROUGH THE FAULT OF THE DISTRICT OR POSTAL PROCESSES, THE RECEIPT OF BID DATE AND TIME IS FIRM UNLESS AMENDED BY FORMAL AMENDMENT, AND BIDS WILL NOT BE CONSIDERED FOR AWARD.**

1.13 RECEIPT OF SINGLE BID

If only one bid is received in response to the IFB, a cost/price analysis of the bid may be performed to determine if the bid price is fair and reasonable.

1.14 MINIMUM QUALIFICATIONS

Bids of any bidder deemed not to possess the minimum qualifications may be rejected.

- Five (5) or more years in the alternative fuels energy business, with annual gross revenues in excess of $20 million, or a comparable combination of experience and annual gross revenues.
Ten (10) or more years as a “Gas Marketer,” with the experience and knowledge of marketing and selling pipeline-quality biogas to members of the Gas Marketer’s group Citygate Pools, or a comparable combination of experience and demonstrated knowledge thereof.

Verification of a current business relationship with PG&E, enabling the Gas Marketer to sell and transfer no less than 250,000 MMBTU annually through PG&E’s Citygate.

Up to five (5) existing customer references, documenting purchases of no less than 25,000 MMBTU annually of pipeline-quality biogas per customer.

1.15 DISQUALIFICATION OF BIDDERS

More than one bid from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof is interested as a principal in more than one bid for the work contemplated, may cause the rejection of all bids in which such individual, firm, partnership, corporation, or combination thereof is interested. If there is reason for believing that collusion exists among the bidders, any or all bids may be rejected. A party who has quoted prices on materials or work to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the materials or work. A bid may be rejected based on a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder having been disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local project because of a violation of law or a safety regulation.

1.16 WITHDRAWAL AND/OR REJECTION OF BIDS

A bidder may withdraw its bid at any time before the time established in the IFB documents for the opening of bids only by filing a written notice with the District. An oral notice of withdrawal is ineffective. Bids may be rejected if they show such items as: any alteration of form; additions not called for; conditional bids; incomplete bids; erasures; irregularities which make the bids incomplete, indefinite, or ambiguous; obviously unbalanced prices; no acceptable bid security; signature by other than an authorized person; addenda not properly acknowledged; failure to use designated Bid Form; bid materially fails to conform to the requirements of the bid documents or if the bid is not properly executed.

1.17 RELIEF OF BIDDERS

A bidder, after the bid opening, shall not be relieved of the bid unless the District consents. Such relief may be obtained by submitting a written request for its withdrawal to the District’s Chief Procurement Officer. No change to the bid shall be made because
of a mistake, except as provided in Section 5100 et. seq. of the Public Contract Code. The bidder is cautioned that, pursuant to Public Contract Code 5105, a bidder who claims a mistake or who forfeits its bid security shall be prohibited from participating in further bidding on the project in which the mistake was claimed or security forfeited.

1.18 **CHIEF PROCUREMENT OFFICER/ CHIEF FINANCIAL OFFICER REVIEW**

The bidder may be required upon request of the Chief Procurement Officer/Chief Financial Officer to prove to District’s satisfaction that it has the skill and experience and the necessary facilities and financial resources to perform in a satisfactory manner and within the required time. A copy of the bidder's most recent Annual Financial Statement may be requested.

1.19 **PROTEST PROCEDURES**

A. **Protest before Bid Opening**

Bid protests based upon restrictive specifications or alleged improprieties in the bidding procedure shall be filed in writing with the District’s Chief Procurement Officer, ten (10) days prior to the bid opening date. The protest must clearly specify the grounds on which the protest is based and include any supporting information.

B. **Protest of Award**

A bidder (or other interested party as defined under the District’s Protest Procedures) may file a protest with the District alleging a violation of applicable federal or state law and/or District policy or procedure relative to the seeking, evaluating and/or awarding of a procurement contract. Such protest must be filed no later than ten (10) days after the date of notice of award or non-award of contract by the District.

C. Copies of the District's Procurement Protest Procedures should be obtained from the District's Chief Procurement Officer. The Procurement Protest Procedures will be provided immediately upon request. **FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN THE DISTRICTS WRITTEN BID PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.**

1.20 **PROHIBITED INTERESTS**

A. By submitting a bid, the bidder represents and warrants that neither the General Manager, nor any Director, officer, or employee of the District is in any manner interested directly or indirectly in the bid or in the contract which may be awarded under it, or in any expected profits to arise there from (State of California Government Code Section 1090 et seq.).
B. No member, officer, or employee of the District or any public entity during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in the contract to be awarded.

1.21 REQUIRED CERTIFICATIONS

Bids shall include all required Certifications, including a statement that the insurance requirements set forth in the Contract documents can be obtained and will be carried without reservation or exclusion should bidder be awarded a contract pursuant to the IFB.

1.22 AWARD OF CONTRACT

It is the intent of the District to make an award within thirty (30) calendar days after bid opening. The award will be made to the lowest price, responsive, and responsible bidder, whose bid complies with the requirements of the IFB. Contract award will be based on best overall value to the District for a period of:

*Sixty months following the first delivery of biogas and supplemental gas.*

1.23 EXECUTION OF CONTRACT

The bidder to whom an award is made shall execute the contract within five (5) business days after receipt of Contract.

1.24 CHANGES BY DISTRICT


1.25 SCOPE OF WORK/SPECIFICATIONS

See Sample Contracts 6.5a and 6.5b, *Base Contracts for Sale and Purchase of Natural Gas, amended by Special Provisions to Base Contract for Sale and Purchase of Biogas*.

1.26 TERMINATION

See Sample Contracts 6.5a and 6.5b, *General Terms and Conditions Base Contracts for Sale and Purchase of Natural Gas, amended by Special Provisions to Base Contracts for Sale and Purchase of Biogas, Section 10.3*. 
1.27 TAXES

The supplies, materials, or equipment called for under the specifications will be used by the District in the performance of a governmental function and are exempt from taxation by the United States Government. The District will, if requested, furnish a tax exemption certificate, and all affidavits and documents that may be necessary to establish such exemption. See Sample Contracts 6.5a and 6.5b, General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas, amended by Special Provisions to Base Contract for Sale and Purchase of Biogas, Section 6.

1.28 ACCEPTANCE OF TERMS. Deleted in total

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
2.1 **EQUAL OPPORTUNITY/NON-DISCRIMINATION**

It is the policy of the District to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which minority and small/local businesses can compete for all District contracts. In connection with the performance of this Contract, the Contractor will cooperate with the District in furthering the District’s policy.

2.2 **SMALL LOCAL BUSINESS PROGRAM**

AC Transit has established a Small Local Business Procurement Policy (Board Policy 351) to ensure that small business enterprises, which are located within the District’s geographical service area, have a full and equitable opportunity to participate in the performance of the District’s contracts, subcontracts and other procurements. Under the District Policy, a Small Local Business is a business with a principal place of business located within AC Transit’s geographical service area and which meets the U.S. Government’s Small Business Administration (SBA) size standard.

Contractors doing business with AC Transit are encouraged to utilize small local businesses in their subcontracts. Contractors responding to this solicitation **shall** complete and submit with their response, the Small Local Business Procurement Worksheet (attached to this solicitation), which indicates whether they intend to use small local businesses in the contract to be awarded, and, if so, the percentages of contract work to be allocated to small local businesses. Contractors can contact the Contract Specialist or Buyer assigned to this procurement for information on SLBE resources. (Attachment 6.4)

2.3 **RESPONSIBILITY FOR DAMAGE: INDEMNIFICATION**

See Sample Contracts 6.5a and 6.5b, **General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas, amended by Special Provisions to Base Contract for Sale and Purchase of Biogas, Section 6.**

2.4 **COMPLIANCE WITH LAWS AND REGULATIONS**

All materials and supplies furnished pursuant to the specifications shall be in compliance with all federal and state laws and applicable local regulations and ordinances. Contractor shall, if requested by the District, provide certification and evidence of such compliance.
2.5 CONTRACTOR’S STATUS

Neither the Contract nor any party contracting with the Contractor shall be deemed to be an agent or employee of the District. The Contractor is and shall be an independent Contractor, and the legal relationship of any person performing work for the Contractor shall be one solely between said parties.

2.6 GOVERNING LAW

All matters arising under the Contract shall be governed by New York, California and Federal law as applicable.

2.7 VENDOR REGISTRATION

Online Vendor Registration is required prior to contract award. Proposers should access www.actransit.org, select: Doing Business with AC Transit, Vendor Login and Registration, and Vendor Registration, to register as an Online Purchasing User. To complete the process, include a W-9, Request for Taxpayer Identification Number and Certification (containing original signature) in bids. If online access is not available, contact the Purchasing Department for instructions.
3.1 **DELIVERY OF BIOGAS AND SUPPLEMENTAL GAS TO PG&E CITYGATE**

 Contractor shall have the sole responsibility for delivery of biogas to PG&E Citygate.

3.2 **QUALITY AND MEASUREMENT**

 All gas delivered by the Contractor shall meet the pressure, quality and heat content requirements of PG&E, Citygate ("the Receiving Transporter"). The unit of quantity measurement for purposes of a Contract shall be one MMBTU dry. Measurement of gas quantities hereunder shall be in accordance with the established procedures of PG&E, Citygate.

3.3 **NAESB TERMS AND CONDITIONS**

 See Sample Contracts 6.5a and 6.5b, General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas, amended by Special Provisions to Base Contract for Sale and Purchase of Biogas.
4.1 BACKGROUND

The Alameda-Contra Costa Transit District is a Special District, organized under the laws of the State of California. AC Transit provides service on 100 transit lines (including 26 transbay lines between the East Bay, San Francisco, and the Peninsula) to approximately 200,000 riders each weekday, 61 million per year, utilizing a fleet of approximately 600 buses that serve 6,000 stops in 13 cities (Richmond, San Pablo, El Cerrito, Albany, Berkeley, Emeryville, Oakland, Piedmont, Alameda, San Leandro, Hayward, Newark, and Fremont) and the unincorporated areas of western Contra Costa and Alameda counties – a combined service area population of 1.5 million people in the East Bay of the San Francisco Bay Area.

We have been a strong advocate of fuel cell technology since 1999, successfully organizing a team of public and private partners to develop zero-emission solutions for heavy-duty transit applications. Our three first-generation, hydrogen fuel cell, hybrid buses were in daily service from March 2006 through October 2010, traveling more than 270,000 miles and carrying in excess of 700,000 passengers.

In the next phase of our program, AC Transit is demonstrating and proving fleet-readiness of its buses, renewably generated power from stationary fuel cells, and the renewable production of green hydrogen. We have partnered with the San Francisco Bay Area’s largest bus transit operators to establish a regional program representing the interests of agencies with a combined fleet of more than 2,500 buses. With the arrival of our 12 next-generation fuel cell buses in 2010 and 2011, weighing 5,000 lbs. less than our first-generation buses, and significantly better integrated with hybrid, fuel cell, and battery system components, we are optimistic that we will be able to demonstrate to the world that fuel cell technology holds considerable promise for the future of public transport. Since May August 2010, this fleet of new buses has accrued more than 286,000 miles and carried more than 1.1 million passengers.

Hydrogen Stations – To date AC Transit has dispensed more than 100,000 kilograms of hydrogen. Our new Emeryville station, which opened in August 2011, is partially powered by a new 700 kW solar system. A second hydrogen station under development in Oakland will feature the use of a 400 kW solid oxide stationary fuel cell system primarily fueled with directed biogas. This system will provide a significant quantity of carbon-free, renewable electricity to support the power needs of AC Transits largest operating division of more than 250 buses, while also generating carbon-free hydrogen for its fleet of fuel cell buses.

4.2 PURPOSE

The purpose of this IFB is to award a contract to a qualified Gas Marketer to provide approximately 25,000 MMBTU per year (68 MMBTU per calendar day on average) of pipeline quality directed biogas (at least 75% of total supply) and supplemental gas (25% of total supply) to the PG&E Citygate in Oakland,
California at a fixed per unit price. Deliveries shall occur covering a sixty month period.

4.3 SCOPE OF WORK/SPECIFICATION

The Contractor shall be responsible for providing all services necessary to meet the specifications and requirement stated herein.

Actual purchase to commence upon completion of solid oxide stationary fuel cell system, scheduled for March 2013.

- Gas Marketer must demonstrate the ability to provide adequate average flow rate.
- Biogas supply must meet the specifications cited in the 2010 PG&E SGIP Handbook, Section 2.6.1 (May 5, 2010).
- Biogas supply must be within, or interconnected to, Utility Pipelines within the Western Electricity Coordinating Council (WECC) Service Territory.
- **Purchase of biogas and supplemental gas shall be scheduled for delivery for a sixty month period**
  - Quantity: Approximately 25,000 MMBTU per year (68 MMBTU per calendar day on average) of biogas and supplemental gas.
  - Delivery to: PG&E Citygate, Oakland, CA.
  - **Bidders must submit bids (price per MMBTU) based on a minimum delivery of 75% of directed biogas and 25% of supplemental gas over the contract award of the sixty month period.**
  - Gas Marketer will provide California Self-Generation Incentive Program (SGIP) form Attestation.
  - Biogas Definition: Consistent with the 2010 SGIP and California Energy Commission (CEC) definitions. **Must meet** the requirements specified in Section 2.6.1, Renewable Fuels, on Page 18 of the May 5, 2010, SGIP Handbook.
    - **Biogas Definition:** natural gas derived from the anaerobic digestion of agricultural or animal waste or from the breakdown of organic matter in a landfill of sufficient quality to supply pipelines within states other than California.
    - **Pipeline Biomethane Definition:** biogas that has been upgraded or otherwise conditioned such that it meets the gas quality standards applicable to the natural gas transportation pipeline system into which the biogas is first accepted for transportation. The pipeline owner/operator must have written gas quality standards that are publicly available.
4.4 PROJECT MANAGER

AC Transit
Attn: Jaimie Levin
1600 Franklin Street
Oakland, CA  94612
Tel: (510) 891-7244, Fax: (510) 891-7205
Email:  jlevin@actransit.org

4.5 DELIVERABLES

Scheduled deliveries will be provided in accordance with the Scope of Work/Specifications to PG&E Citygate.

4.6 CONTRACT INVOICING AND PAYMENT

A. Contractor shall submit a monthly invoice for product delivery to the following address:

   Alameda-Contra Costa Transit District
   Attn:  TBD
   1600 Franklin Street
   Oakland, CA  94612

B. Invoices must be dated and must reference the Contract and purchase order number. Failure to include this information could delay payment.

C. Payment will be made within net 30 days after receipt of an approved invoice. The District and the Contractor must mutually agree upon any adjustment in payment.

4.7 POINT OF CONTACT (POC) FOR CONTRACT PERFORMANCE

Contractor’s authorized point of contact shall immediately notify the Project Manager, who will coordinate with the Contract Specialist, of any occurrence or condition that interferes with the full performance of the Contract. If notification is through telephone exchange, the Contractor is required to follow with a written notification within twenty-four (24) hours of the occurrence.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
1. The District’s intent is to make award to the lowest priced, responsive and responsible bidder.

2. **Price is to be based on a minimum delivery of 75% of Directed Biogas, and 25% of Supplemental Gas to PG&E Citygate, of approximately 25,000 MMBTUs per year over the awarded sixty month delivery period.**

3. **Bidders shall select one of two NAESB Base Contracts, plus Special Provisions and a Confirm, as the basis of their bid price, either NAESB form 2002, or NAESB form 2006.**

4. A Contract shall begin upon the award date and continue for a period of:
   
   A. **Sixty months following the first delivery of biogas and supplemental gas,**
   
   B. **Contract award period will be based on overall best value as determined by the District.**
   
   C. **Anticipated deliveries are expected to begin March 2013**

5. **All bidders must select one of two NAESB contracts (2002 or 2006) on which to base their bid price and complete the following schedule for the 60-month term.**

   - □ NAESB 2002 Base, Special Provisions, and Confirm, OR
   - □ NAESB 2006 Base, Special Provisions, and Confirm

   **Five-Year Term – 60 months:**
   
   For **Biogas:** $______/MMBTU
   
   For **Supplemental Gas: PG&E Citygate Index Price +** $______/MMBTU

   The bid price shall include the cost of all services for freight, insurance, and all other delivery related costs in the performance of work proposed in bid prices.

   **CONTRACTOR NAME:** __________________________________________________________

   **TITLE:** __________________________________________________________

   **SIGNATURE OF AUTHORIZED OFFICIAL:** ________________________________

   **DATE:** ________________________________
District strongly encourages DBE participation wherever possible. No preference, special consideration, extra points etc. will be given for DBE certification. A bidder responding to this IFB is not required to be DBE certified through CalTrans or other authorized certifying agency. **If not a certified firm COMPLETE the FORM checking the third block under Section I, Prime Contractor.**

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<td>City/State/Zip Code</td>
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**I. PRIME CONSULTANT**

☐ The Bidder/Proposer is a CalTrans, or other authorized certifying agency, certified DBE under the FTA Uniform Certification Program.

  Certification No. ____________________________ Expiration Date ____________________________

☐ The Bidder/Proposer has applied for DBE status through CalTrans, or other authorized certifying agency, under the FTA Uniform Certification Program.

  Application Date _______________ Status of application ___

☐ The Bidder/Proposer is **not** a CalTrans, or other authorized certifying agency, certified DBE under the Uniform Certification Program.

**II. SUB-CONTRACTOR** (if proposed in bid or proposal)

Attach a separate sheet for each sub-contractor to be used in the performance of services under a bid specifying the sub-contractor DBE status as stated under section I listed above.

If not already registered, sub-contractors should access [www.actransit.org](http://www.actransit.org), select: Doing Business with AC Transit, Vendor Login and Registration, and Vendor Registration, to register as an Online Purchasing User. A W-9, Request for Taxpayer Identification Number and Certification is required to complete the process.

Prime Consultant's are requested to explain the DBE program and encourage sub contractors to apply for certification.

<table>
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Contractors doing business with the District are encouraged to utilize small local businesses in their subcontracts. Under the current Board Policy (351), a Small Local Business is a business that meets the U.S. Government’s Small Business Administration (SBA) size standard and is located within AC Transit’s geographical service area. Contractors can contact the Contract Specialist or Buyer assigned to this procurement for information on SLBE resources.

Contractors responding to this solicitation shall complete the following questions and include this Worksheet with their bid or proposal, indicating whether they intend to use Small Local Businesses in the contract to be awarded and, if so, the percentages of contract work to be allocated to Small Local Businesses. Note: If small local businesses are used as subcontractors in a contract awarded from this IFB, Contractor shall submit to the District, on a monthly basis, those payments made to all subcontractors. The form for reporting monthly payments to subcontractors will be supplied by the District to the successful contractor after contract award.

No preference, special consideration, extra points etc. will be given for Small Local Business Enterprise (SLBE), subcontracting; however, the District strongly encourages SLBE subcontracting whenever possible. A bidder responding to this IFB is not required to be SLBE certified through an authorized certifying agency.

Bidders are asked to complete the following questions and submit with their bid, indicating whether they intend to use Small Local Businesses in the contract to be awarded, and, if so, the percentages of contract work to be allocated to Small Local Businesses.

If there is no opportunity for SLBE utilization, please indicate on this Form with “N/A”.

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<tr>
<th>Subcontractor name</th>
<th>SLBE</th>
<th>% of project work</th>
<th>Certification No.</th>
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(Contractor) ________________ ____________________________certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposed Subcontractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

(Subcontractor) _______________________, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. IS APPLICABLE THERETO.

____________________________________
Signature and Title of Authorized Official
The undersigned declares that he/she has read the IFB and has authority to submit the bid. The bidder understands that, in addition to this form, the IFB and bidder’s supporting documents constitute parts of the bid and are incorporated herein by reference. Bidder acknowledges that addenda numbers ___ through ___ have been delivered and have been taken into account as part of this bid, and that all addenda issued are hereby made a part of the bid.

Bidder hereby designates ___________________________________________ as the person to contact for additional information about our bid.

Telephone No: ____________________________________________________

E-mail address: ____________________________________________________

Internal Revenue Service (IRS) Reporting Requirements: ________________

Check one: _ Corporation; _ Partnership; _ Sole Proprietor; ____________________________

Identify: State of Incorporation: __________________________________________

Provide one: Federal Tax Number: _______________________________________

Business License Number: _____________________________________________

What is the official name registered with the IRS for this number? ________________

Firm Name: __________________________________________________________

Address: __________________________________________________________________

City, State: __________________________________________________________________

Telephone Number: Authorized Signature: ________________________________

Title: _____________________________________________________________________
THIS CONTRACT is made and entered into this TBD day of ______________ 2012 by, and between ALAMEDA CONTRA COSTA TRANSIT DISTRICT (hereinafter AC Transit” or “District”), a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq., and __________________________ (hereinafter “Contractor”).

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK/SPECIFICATIONS**

CONTRACTOR shall provide Directed Biogas and Supplemental gas in accordance with Invitation for Bid No. 2012-1209, prepared and issued by the District dated TBD, 2012.

2. **COMPONENT PARTS (See Attachment 6-5a and 6-5b: NAESB Provisions)**

This Contract shall consist of this Contract and the following documents:

A. This Contract
B. NAESB Base Contract, form 2006 (Attachment 6-5a) or 2002 (Attachment 6-5b), as selected by the parties
C. NAESB Transaction confirmation
D. NAESB Special Provision amendment to NAESB Base Contract, form for 2002 or form for 2006, to be used based upon the NAESB Base Contract selected by the parties.
E. Invitation for Bid No. 2012-1209 and any addenda
F. Contractor’s bid dated ______________, 2012

3. **CONTRACT TERM** – removed

4. **CONTRACT PRICE** – removed

5. **CONTRACT INVOICING AND PAYMENT** - removed

6. **SEVERABILITY** - removed

7. **BINDING EFFECT** - removed

8. **OMITTED**

9. **CONFLICT OF INTEREST** - removed

10. **ASSIGNMENT/SUBCONTRACTING** – removed
11. ATTORNEY'S FEES - removed

12. GOVERNING LAW - removed

13. ENTIRE AGREEMENT

The Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

The Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

14. NAESB BASE, SPECIAL PROVISIONS AND TRANSACTION CONFIRMATION - removed

IN WITNESS WHEREOF, the parties have executed the Contract on the dates set forth below:

ALAMEDA-CONTRA COSTA CONTRACTOR
TRANSIT DISTRICT:

<table>
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<tr>
<th>Name</th>
<th>Date</th>
<th>Title</th>
<th>Date</th>
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<tr>
<td>David J. Armijo</td>
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<td>General Manager</td>
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Approved as to Form:

Vincent C. Ewing
General Counsel

Date