



Request for Proposals (RFP)

City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | www.TorranceCA.Gov

RFP No. B2016-08

RFP to provide design build services for modification of existing vehicle maintenance bays into CNG vehicle maintenance bays

RFP Submittal Information

Proposals may be mailed or hand delivered. No faxed proposals will be accepted.

Late proposals will not be accepted. No Exceptions

Location:	Office of the City Clerk 3031 Torrance Blvd. Torrance, CA 90503
Date:	Monday, March 7 th , 2016
Time Deadline:	2:00 p.m. Local (Pacific) Time

Submittal Requirements

An original plus three (3) printed copies of your RFP submittal must be submitted in a sealed envelope and marked with the RFP number and title by the deadline time deadline listed above. Your submittal must include the following: Proposers that do not provide these items in their proposal will be disqualified and their proposal will not be evaluated.

- Vendor's Response (Section III of this document pages 18 through 26) on the forms provided. If additional space is required, please attach additional sheets/pages.
- Proposer's Affidavit (Attachment 1)
- Proof of DIR Registration
- See additional submittal requirements under technical specifications

Prior to the award of a Contract
The successful vendor, must submit the following to the City of Torrance

- Proof of insurance and applicable bonds (Attachment 2), as indicated in the terms and conditions of this RFP document.
- Proof of a City of Torrance Business License, please contact the City of Torrance Business License Office at (310) 618-5923.

Notice of Mandatory Pre-Proposal Conference

The City will conduct a **mandatory** briefing session for prospective vendors. The pre-proposal conference will start promptly at the time and location listed below. You must arrive on time and stay for the entire conference.

Location: Fleet Maintenance Garage
20500 Madrona Ave,
Torrance, CA 90503

Date: Tuesday, February 9th, 2016
Time: 10:00 a.m. Local (Pacific) Time

Questions Regarding this RFP Should be Directed to:

Jon Landis
Facility Services Manager
jlandis@torranceCA.gov

RFP No. B2016-08

RFP to provide design build services for modification of existing vehicle maintenance bays into CNG vehicle maintenance bays

SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 3:00 p.m. on ***Date*** 20**. (Change as appropriate to how you would like to receive the information) An original and two (2) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: **“RFP to provide design build services for modification of existing vehicle maintenance bays into CNG vehicle maintenance bays, RFP No. B2016-***”**.

The City of Torrance:

The City of Torrance is situated on the western side of Los Angeles County. It is bordered by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles, 329 miles of Streets, 1870 intersections, 550 miles of sidewalks, 47,000 Street Trees, 6 Public Libraries, a Municipal Airport, 46 Parks & Recreation Amenities, 6 Fire Stations, 1 Police Station and 1 Police Community Center, and has an estimated population of approximately 146,115, which makes Torrance one of the top 10 cities in Los Angeles County in regards to population.

Description:

The project will design and retrofit the City of Torrance’s Fleet Services Garage Facility to enable indoor repairs and maintenance on large compressed natural gas (CNG)-fueled, heavy-duty vehicles (e.g. trash trucks, street sweepers, sewer vacuum trucks, transit buses and other similar sized vehicles).

A proposal is requested for 2 options (both options must be submitted)

Option A: Modifications will be made in 3 heavy duty vehicle repair bays and include installation of a vehicle hoist. Work will be designed and accomplished under the same contract.

Option B: Modifications will be made in 6 heavy duty vehicle repair bays and welding shop area. Work will be designed and accomplished under the same contract.

Due to the absence of accurate as-built drawings it is required that the design agent complete a thorough analysis of existing conditions to include the location of subsurface utility lines by methods beyond USA dig methodology

Definitions:

Word	Definition as applied to this RFP
City	The City of Torrance, California
Vendor, Contractor, Proposer, Firm or Consultant	The person, firm, company or corporation providing services to the City, or submitting a proposal in response to this RFP
Contract, Purchase Order, Agreement, Purchasing Agreement	The agreement between the awarded Vendor and the City as a result of this Request for Proposals

Proposal Submittal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked “RFP to Modify Existing Vehicle Maintenance Facility for CNG Vehicle Maintenance Bays, RFP No. B2016-08” and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd., Torrance, CA 90503. If an individual makes the proposal, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in; using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

Mandatory Pre-Proposal Conference:

Vendors intending to submit a proposal on this requirement must ensure that a representative from their company is in attendance at the mandatory pre-proposal conference. Vendors submitting proposals without attending this conference will be disqualified and their submittal will not be evaluated. No exceptions will be allowed. The pre-proposal conference will start at the location listed on page 1 of this Request for Proposals. Late arrivals will not be allowed to participate. Please take into account local traffic congestion to leave ample time to arrive on time. No Exceptions. No make-up walk-through will be scheduled and vendors may not contact individual City Departments to request tours. Individuals attending the walkthrough should be prepared to take adequate notes of their observations to assist them in preparation of their proposal submittal.

Questions:

Your E-mail must include the RFP number and RFP title in the subject heading.

Questions must be submitted in writing via email to

Jon Landis, Facility Services Manager at jlandis@torranceCA.gov

by 12:00 P.M Noon, local Pacific time on Tuesday, February 16th, 2016. No questions will be answered by telephone. Questions submitted after this date will not be answered. Written answers and any other changes to the RFP will be sent (via email or the US Postal Service) to all known perspective proposers as an addendum to the RFP.

Errors and Omissions:

The proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the proposer’s specifications submitted with its proposal. Full instruction will always be given when errors or omissions are discovered.

Proposers Examination of Requirements:

The Proposer is required to examine carefully the site, the instructions, information and specifications of this document, investigate the conditions to be encountered, the character, quality and quantities of work to be performed as required by this document. Submission of a proposal will be considered prima facie evidence that the Proposer has made such examination.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require

additional time to enable vendors to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new proposal submittal due date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City reserves the right to award a contract to a company solely on the basis of the initial proposal submitted. The City reserves the right to require more information and clarification on information submitted in the proposal to complete the evaluation.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposals does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

The City reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the contract. The City reserves the right to reject any proposal not accompanied with all data or information required. The City reserves the right to cancel this solicitation, without penalty, at its sole discretion.

Partial Proposal:

Proposers are required to submit a complete proposal for all work identified in this RFP.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected. (Attachment 1)

License Requirements: All design and engineering calculations, drawings and specifications must be stamped and signed by registered engineers in the State of California with specialty knowledge appropriate for the work being approved. The major components, which are designed and manufactured per US codes and standards including appropriate stamps and labels, must be approved by the City of Torrance. All remaining construction activities must be performed by contractors and subcontractors bonded and licensed in the State of California. **The prime contractor must have all applicable engineering and contractor licenses.** However, the City reserves the right to award the Contract to a contractor with another class if the City determines that the license is proper for the work.

Evaluation of Proposals:

The City will be the sole determiner of suitability to the City's needs. Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the technical specifications, qualifications of the project team, prior experience with similar scope of work, project schedule, and cost. Cost including any ongoing maintenance and support cost will be reviewed in determining which proposal best meets the needs of the City.

The City will take into consideration a local Torrance vendor sales tax rebate of 1% for proposals submitted by a Torrance vendor that include a material component.

The City's project evaluation team will evaluate proposals based on the evaluation criteria listed below. Points will be assigned to each criterion up to a maximum of 100 points. Proposals will be ranked and that ranking will be made public.

Subsequently, the City may interview a qualified Firm, prior to deciding whether or not to recommend the award of an Agreement.

PART I – EVALUATION OF PROPOSALS: After receipt of proposals for this project, the City's project evaluation committee will evaluate proposals based on the criteria listed below (with exception of cost), and develop a short list of qualified Firms. The Firms on this short list will then be invited to interview with the City.

PART II – INTERVIEW: At the time of the interview, invited Firms must submit a detailed fee proposal that includes a cost for each task of the project using the work plan outlined in the Scope of Work section of the RFP. Firms may list any additional services and associated costs that are not covered in the City's scope of work. These items should be listed separately from those specifically requested so they may be considered.

PART III – POST INTERVIEW EVALUATION: After the completion of the interviews and the scoring of the interview and cost components, the City's project evaluation committee will invite the highest ranking Firm to negotiate a final contract as a result of this RFP. If negotiations fail, the next highest ranking firm will be invited to negotiate a final contract.

CRITERIA	MAXIMUM POINTS
Understanding of the project and scope of work; and completeness of RFP	25
Qualifications of proposed project team	20
Relevant projects of proposed project team members	15
Firm's qualifications and experience with similar projects	10
Project Schedule	10
Cost and Cost Effectiveness	20
Maximum Total Score	100

Grant Funding Requirement:

This project is partially funded by a grant using AB 2766 Discretionary Fund from Mobile Source Air Pollution Reduction Committee (MSRC).

Compliance with Applicable Laws

Contractor agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this contract. Contractor may also ensure that vehicles and/or equipment to be purchased, leased, or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for full Contract term. **Contractor shall ensure that provisions of this clause are included in all subcontracts.**

Non-discrimination

In the performance of this contract, Contractor shall not discriminate in recruiting, hiring, promotion, termination, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or

physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all the amendments thereto. Executive Order No. 11246 (30 Federal Register 12319) and all administrative rules and regulations issued pursuant to said Acts and Order. **Contractor shall likewise require each subcontractor to comply with this clause and shall include in each subcontract language similar to this clause.**

Prevailing Wage:

Pursuant to Section 1771 and 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, are attached and available from the California Department of Industrial Relations' internet site at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

APPRENTICESHIP EMPLOYMENT STANDARDS. Attention is directed to the provisions in Sections 1776 and 1777.5 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them.

One of the legal requirements for working on a public works project is the employment of apprentices. The Division of Apprenticeship Standards provides assistance to contractors in employing apprentices on public works sites.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations,
<http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>

Contractor Registration with the Department of Industrial Relations (DIR)

No contractor or subcontractor may be listed on a bid proposal for a public works project or may be awarded a bid unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

For additional information and to register online go to <http://www.dir.ca.gov/Public-Works/Contractors.html>

DIR provides a searchable database of registered contractors and subcontractors on its website <https://efiling.dir.ca.gov/PWCR/Search>, so that all contractors can comply with the requirement to only use registered contractors and subcontractors

Labor Code Section 1813

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Labor Code Section 1815

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1¹/₂ times the basic rate of pay.

The Contract:

The vendor to whom the award is made will be required to enter into a written contract with the City of Torrance. Attached is a copy of the City's standardized contract (Attachment A), which will be modified to reflect the awarded RFP. A copy of this RFP and the accepted proposal will be attached to and become a part of the contract.

Independent Contractor:

The successful proposer is, and will at all times remain as to the City, a wholly independent contractor. Neither the City nor any of its agents will have control over the conduct of the Contractor or any of the Contractor's employees, except as otherwise set forth in the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the City for any purpose. The Contractor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The City is not responsible and will not be held liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for any and all taxes and penalties that may be assessed against the City as a result of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

Payments:

Complete payment on the contract price will be made in approximately thirty (30) days from date of delivery, or completion and acceptance, unless otherwise provided for in Proposer's proposal or in these specifications. Payments will be made upon verification and acceptance by the City of contract services performed and upon the City's receipt of a correct invoice.

Payment requests shall list contractor and subcontractor work separately by trade with amounts matching subcontract amounts. Contractor overhead and profit on subcontractor work shall be listed as a separate line item.

The City will retain 5 percent of the value of all work done and materials installed as part security for fulfillment of the contract by Contractor. The full 5 percent retention will be retained on all payments for 35 days after the filing of the Notice of Completion. In addition 125% of the amount of the "unreleased" STOP notice will be withheld.

The payment of amounts due to the Contractor shall be contingent upon the Contractor and all subcontractors furnishing the City with a release of all claims against the City arising by virtue of the Contract related to said amounts. It is the contractor's responsibility to provide the correct releases in order to obtain payment by the City. The Contractor shall provide the City with Unconditional Lien Release on Final Payment with a zero balance is required from all material suppliers and subcontractors with the request for final payment. All lien releases shall be provided on the proper form as determined by the City of Torrance

- Conditional lien releases shall be provided by all contractors and subcontractors in the exact of the current payment request and list the proper payment period.

- Unconditional lien releases shall be provided by all contractors and subcontractors in the exact amount of the prior payment request and list the proper payment period
- Unconditional Lien Releases on Final Payment with a zero balance are required from all material suppliers and subcontractors with the request for final payment.

Breakdown of Contract Prices.

The Contractor shall, within ten (10) working days of receipt of a request from the City, submit a complete breakdown of lump sum bid prices showing the value assigned to each part of the work, including a separate allowance for profit and overhead. The breakdown shall include separate line for each subcontractor's bid and/or contract amount. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the work represents its estimate of the actual cost, including profit and overhead, of performing that part of the work. The breakdown shall be sufficiently detailed to permit its use by the City Manager as one of the bases for evaluating requests for payment. No extra costs shall be allowed for these breakdowns.

Payment for Labor and Materials.

The Contractor shall pay and cause the subcontractors to pay any and all accounts for labor, including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and all other wage and salary deductions required by law. The Contractor also shall pay and cause the subcontractors to pay any and all accounts for services, equipment and materials used by it and the subcontractors during the performance of work under this contract. All such accounts shall be paid as they become due and payable. If requested by the City Manager, the Contractor shall immediately furnish the City with proof of payment of such accounts.

Additional Work.

Payment for additional work and all expenditures in excess of the bid amount must be authorized in writing by the City Manager. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from the City Manager for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.

Claims.

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the City, or the happening of any event, thing or occurrence, unless he shall have given the City due written notice of potential claim as hereinafter specified.

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Said notice shall be submitted on a form approved by the City at least forty-eight (48) hours (two working days) in advance of performing said work, unless the work is of an emergency nature, in which case the Contractor shall notify and obtain approval from the Inspector prior to commencing the work. The City Manager may require the Contractor to delay construction involving the claim, but no other work shall be delayed, and the Contractor shall not be allowed additional costs for any said delay but may be allowed on extension of time if the City Manager agrees that the work delayed is a controlling element of the Construction Schedule. The Contractor shall be required to submit any supporting data (or a detailed written explanation justifying further delay) within five (5) Work Days of a request from the City Manager and shall be responsible for any delays resulting from late and/or incomplete submittals. By submitting a Bid, the Contractor hereby agrees that this Section shall supersede Sections 6-6.3 and 6-6.4 of the Standard Specifications.

The City shall be the sole authority to interpret all plans, specifications and contract documents, and no claim shall be accepted which is based on the Contractor's ignorance, misunderstanding or noncompliance with any provision or portion thereof.

The Contractor shall be responsible to provide all data and to obtain all approvals required by said Specifications. No claims or extras shall be approved by the City unless all work was done under the direction of and subject to the approval of the Inspector.

It is the intention of this Subsection that differences between the parties arising under and by virtue of the Contract be brought to the attention of the City Manager at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

Suspension of Procurement:

The City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this RFP and subsequent contract agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event City should determine it to be in the best interest of City to cancel such procurement of services or materials.

In the event of termination, selected Proposer will perform such additional work as is necessary for the orderly filing of documents, and closing of project.

The selected Proposer will be compensated for the terminated procurement on the basis of materials or services actually furnished or performed prior to the effective date of termination, plus the work reasonably required for filing and closing.

Notice:

Whenever it will be necessary for either party to serve notice on the other respecting the Agreement, such notice will be served by personal delivery or by certified mail to the following addresses, unless and until different addresses may be furnished in writing by either party or the other, and such notice will be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and will be valid and sufficient service of notice for all purposes:

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

VENDOR: Will be determined upon award of contract.

Notice of Intent to Award:

Approximately two (2) weeks prior to the anticipated City Council meeting awarding a contract as a result of the RFP, the City will notify all proposer's of its intent to award. Results will be posted on the City of Torrance Web site http://www.torranceca.gov/PDF/Recommendation_to_Award_Notification.pdf

City of Torrance Bid/RFP Protest Procedures:

The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance Web site: http://www.torranceca.gov/PDF/Bid-RFP_Protest_Procedures.pdf

Insurance:

The Contractor shall maintain, General, Auto and Professional liability and Workers' Compensation Insurance as specified in the Consultant Agreement included in the RFP.

Execution of Contract:

After the Contract is awarded, the awarded bidder shall execute the following five (5) documents:

1. Performance Bond (100% of Bid)
2. Labor and Material Bond (100% of Bid)
3. Contract – Consulting Services Agreement
4. Verification of Insurance Coverage (Certificates and Endorsements)
5. Business License Application Form

The contract shall be signed by the successful bidder and returned, together with the contract bonds and evidence of required insurance coverage, **within ten (10) working days**, not including Sundays, after the bidder has received notice that the contract has been awarded. Failure to execute the contract as specified above shall be just cause for annulment of the award and forfeiture of the proposal guarantee. The Contract shall not be considered binding upon the CITY until executed by the authorized CITY officials.

Bond amounts shall be as provided in Section 2-4 of the Standard Specifications for Public Works Construction. The Performance Bond shall be required to remain in effect for one (1) year following the date specified in the City's Notice of Completion, or, if no Notice of Completion is recorded for one (1) year following the date of final acceptance by the City.

Inspection and Testing.

The Work is subject to inspection and approval by the CITY or any authorized representative. It is the duty of the Contractor to notify the inspector that specific work is ready for inspection. Requests for inspections should be made through the automated phone system at 310-618-5901, using the permit number and following the prompts. Request can be made up to 11pm the night before an inspection is required. The inspection will be typically made the next day.

All rough Mechanical, Electrical and Plumbing should be inspected by the City Specialty Inspectors and approved prior to any framing inspection. 2. All framing, fire-blocking and bracing shall be in place prior to ordering a framing inspection. 3. Gypsum board shall only be installed after approved framing inspection and then order a gypsum board nailing inspection prior to tape and finishing.

The CITY will make, or have made, such inspections and tests, as deemed necessary to see that the Work is in conformance with the Contract Documents. The contractor will be responsible for coordinating the inspections and tests and pay for all related costs for the inspections and tests. In the event such inspections or tests reveal noncompliance with the Contract Documents, the Contractor shall bear the cost of such corrective measures as deemed necessary by the CITY, as well as the cost of subsequent re-inspection and re-testing.

Work done in the absence of inspection by the CITY may be required to be removed and replaced under the inspection of the CITY, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the CITY and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the approval of the CITY shall, if so directed, be uncovered to the extent required by the CITY, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, including all costs for additional inspection.

The CITY and any authorized representatives shall at all times have access to the Work during its construction at shops and yards as well as the Work site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the Contract Documents.

Construction Staking.

The Contractor is responsible for all construction staking and shall be responsible for the cost of any restaking required due to disturbance caused by its operations, failure to protect the work site from vandalism or other causes of loss.

Requirements for Recycling Construction Materials

The City of Torrance requires that all demolition projects and construction or remodeling projects valued at \$100,000 or more must recycle or reuse at least 50% of the materials that leave the project site and 100% of excavated soil and land-clearing debris. A Waste Management Plan (WMP) form is part of the permit process for projects that meet these criteria. The WMP form is available at the permit counter or a downloadable form is available here:

<http://www.torranceca.gov/PDF/WMPFormRevised2012onestop.pdf>

Step 1 - when applying for the permit, you must complete the WMP form stating that at least 50% of the waste generated by the project will be recycled or reused and that 100% of excavated soil and land-clearing debris will be recycled or reused.

Step 2 - collect and keep all receipts and records of the disposal, recycling, donations, and reuse of the materials from your project. Receipts must show material type, tonnage or weight, how the materials were treated, the facility used, and the address of the jobsite.

Step 3 - complete the WMP by attaching the receipts listing the actual disposal and recycling that occurred and submitting the WMP to Public Works for approval. This is required before your project can get its final inspection.

Failure to fulfill the requirements of the WMP process will result in penalties of \$5,000 for construction projects and \$10,000 for demolition projects, as per the Torrance Municipal Code.

For additional information concerning recycling or recycling facilities please visit the City of Torrance Public Works Department website at <http://www.torranceca.gov/8614.htm>

As-built Drawings.

The Contractor shall maintain a control set of Plans and Specifications on the Work site at all times. These plans are to be maintained in good condition or duplicated at the contractors cost on project completion. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show as-built conditions. Upon completion of the Work, the Contractor shall submit the control set to the Engineer for approval. Final payment will not be made until this requirement is met.

Project Schedule and Timeline for Completion:

The project completion will be based on the proposed project timeline provided as part of RFP submittal requirements (refer to technical specifications for details). Once the timeline is agreed upon, the project will be need to be completed within the timeframe after receipt of the Notice to Proceed issued by the City. The project must be completed no later than October 31, 2016. Liquidated damages will double if work proceeds past this date.

Delay in Obtaining Materials.

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor either obtains advance written approval from the City Manager or obtains from the supplier and furnishes to the City Manager documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating the cessation of work, or other similar action of the elements. The Contractor is required to order materials in a timely manner as specified in the RFP.

Liquidated Damages:

The Proposer agrees that failure to complete work within the time agreed upon between the City and the Proposer per the executed contract will result in damages being sustained by the City. Proposer and City agree that failure to complete the project will result in inconvenience to the citizens of Torrance and the City of Torrance and their customers using the affected areas. Such delay will also result in the necessity of several inspections each day to ensure that the project is properly progressing. The parties also agree that failure to complete the project on time will prevent the City from having the use of the facility. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that **Seven hundred Fifty (\$750) per calendar day** is the minimum value of such costs to the City and is a reasonable amount that the Proposer agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions.

Execution of the contract under these specifications shall constitute agreement by the Proposer and the City that Seven Hundred Fifty Dollars (\$750) per calendar day is the minimum value of the costs and actual damage caused by failure of the Proposer to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Proposer if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the allotted time so that the damages are minimized.

The Proposer will not be assessed liquidated damages for any delay in completion of the work when such delay was caused by the failure of the City or the owner of a utility to provide for removal or relocation of the existing utility facilities; provided, however, that the Proposer shall have given the City and the owner of a utility timely notice of the interference. "Timely notice" shall be defined as a verbal notice (to be followed up in writing) no later than one (1) hour after initial discovery of the interference unless the City Representative is present, in which case notice shall be given immediately in writing to the City Manager.

Completion, Acceptance and Warranty:

If, in the CITY's judgment, the Work has been completed and is ready for acceptance, the CITY will so certify and will determine the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work.

The City will consider a project complete when all items on the punch list have been completed and all permits and inspections are finalized by the City of Torrance Fire and Building Departments and any applicable outside agencies. The CITY may cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office. At the CITY's option, the CITY may certify acceptance to the City Council who may then cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office.

Manufacturer's warranties and guaranties furnished for materials used in the Work and instruction sheets and parts listed supplied with materials shall be delivered to the CITY prior to acceptance of the Work. The duration of the warranty or guaranty shall be the standard of the industry with a minimum of 1 year from the date of Notice of Completion or Date of Acceptance.

The prime contractor will be required to warranty the entire project regardless of whether warranties from subcontractors are also required. Coordination and correction of any issue related to project scope that arises during that one (1) year warranty period will be the responsibility of the prime contractor.

Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility. It is the Contractor's responsibility to warranty all associated work.

The CITY may require a manufacturer's warranty on any product offered for use.

References to Standards or Publications:

Any reference made in the RFP to any specification, standard, or publication of any organization shall, in the absence of a specific designation to the contrary, be understood to refer to the latest edition of the specification, standard, or publication in effect as of the date of advertising the work, except to the extent that said standard or publication may be in conflict with applicable laws, ordinances, or governing codes. Contractors should be aware of all new code requirements including the City of Torrance local codes and regulations. No requirements of these specifications shall be waived because of any provisions of, or omission from, said standards or publications.

SECTION II TECHNICAL REQUIREMENTS**Overview/Introduction:**

The City of Torrance is requesting proposals from qualified vendors for design, engineering and construction services for design and retrofit the City of Torrance's Fleet Services Garage Facility to enable indoor repairs and maintenance on our compressed natural gas (CNG)-fueled, heavy-duty vehicles (e.g. trash trucks, street sweepers, sewer vacuum trucks, transit buses and other similar sized vehicles

Option A: Modifications will be made in 3 heavy duty vehicle repair bays and include installation of a vehicle hoist. Work will be designed and accomplished under the same contract.

Option B: Modifications will be made in 6 heavy duty vehicle repair bays and welding shop area. Work will be designed and accomplished under the same contract.

The scope of work shall include all necessary and required materials and equipment to meet all applicable federal, state and local codes. The completed product must be complete and usable and in compliance with all Federal, State and Local codes are regulations regarding maintenance facilities for CNG fueled vehicles.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

Scope of Work:

Provide design and engineering services and construction of a complete and useable project for CNG vehicle maintenance bays. Scope of work shall include all necessary and required materials and equipment to meet all applicable federal, state and local codes including the current Uniform Fire Code as interpreted by the Torrance Building and Safety Department and the Torrance Fire Department. It is the Contractor's obligation to determine all current AND PENDING regulations.

- a) The vendor shall be responsible for planning, designing, engineering, and include as built drawings, specifications, permitting, equipment, fabrication, installation, construction and operation/maintenance of the complete system(s) for upgraded CNG maintenance bays.
- b) Determine and provide regulatory requirements for all associated design, engineering and construction work
- c) Provide engineering and design services to produce required plans and specifications
- d) Submit and gain approval through all applicable plan check processes and regulatory agencies
- e) Construct three (3) upgraded maintenance bays.
- f) Separate upgraded maintenance bays from the remainder of the facility with a 2 hour rate fire wall and pass thru doors as required.
- g) Install explosion proof emergency battery pack lighting fixtures.
- h) Install explosion proof air curtains at doors.
- i) Install gas detection and alarm systems with battery backup
- j) Install new ventilation system(s) with sufficient explosion proof air supply and exhaust fans to accomplish a minimum of 6 air changes per hour (or higher if necessary to meet current or pending codes) on activation of the gas detection systems
- k) Modify interior and exterior roofing and skylights as needed.
- l) Install or retrofit roll up doors (one (1) per bay). Doors shall open automatically upon gas detection.

- m) Review existing electrical and mechanical appliances for suitability for use under the retrofitted facility. Replace and or retrofit as necessary. This includes is but not limited to lighting, heating and ventilation equipment, and automatic doors
- n) Provide structural, electrical and mechanical systems, accessories and other support equipment for a complete and useable product.
- o) Install one (1) surface mounted heavy duty vehicle hoist in one of the upgraded maintenance bays as designated by the City. The vehicle hoist should have a 90,000 pound minimum lift capacity.

Building operations and vehicle maintenance will continue during the design and renovation period. The schedule shall incorporate the following operational needs

Compressed air and lubrication systems shall remain in service during regular business hours. Temporary systems meeting the existing need may be utilized with prior approval from the City. Temporary systems shall be leak free.

Utility shutdowns must be accomplished after regular business hours

All areas taken out of service must be approved 14 calendar days in advance

A maximum of 2 maintenance bays may be taken out of services at any one time

Individual vehicle bays shall not be out of service for a period exceeding 14 calendar days.

Regular business hours are 0600-2400 M-F

All facility areas impacted by the renovation must be evaluated during the design phase of the contract and modified as needed for a complete and usable system meeting all applicable federal, state and local codes. These areas include but are not limited to the following:

- Building Envelope
- Electrical Powered Doors
- Ventilation System
- Heating System
- Lighting and Electrical System
- Welding, Grinding and Hot Work
- Utility Systems (Water, Electrical, Gas, Telephones, Data, CATV)
- Fire alarm and Fire Suppression Systems
- Lubricant Systems
- Compressed Air systems
- Overhead Crane Systems - if applicable
- Vehicle Exhaust Removal Systems - if applicable

Submittal Requirements

The City is requesting from your firm provide a proposal and summary of qualifications for the subject work. Each proposal must contain the following: Proposers that do not provide these items in their proposal will be disqualified and their proposal will not be evaluated.

1. Qualifications of proposed project team. The project team will consist of all consultants, sub-consultants and construction staff: project manager, and supervisor. Persons considered qualified would be CA registered architect and engineers and appropriate licensed contractors with a minimum of 7 years previous experience with specialty knowledge appropriate for the work being approved. Desired qualifications are experience with design build of CNG maintenance facility or upgrade of existing Fleet maintenance facility:

2. A list of the relevant projects that proposed design/engineering and construction staff has worked on. Do not list projects that proposed staff was not involved, even if your firm was.
3. Qualifications/Experience of your firm both engineering staff, including sub-consultants and construction.
4. References- Minimum four (4) references in the last ten (10) years. Provide current contact name, email address, and phone number. Title of project, construction budget and the design fee. References on projects related to CNG upgrades that both design and engineering team has successfully completed together are desirable.
5. Project Schedule- See "project schedule" below for details.
6. Work Plan- The proposed work plan shall provide at minimum a detail description of the following:
 - Complete list of regulatory requirements for CNG building retrofits of this scope.
 - Project schedule
 - Planning, design and construction methodology
 - Planning and design site visits
 - How the facility will be evaluated
 - Consultation with regulatory and permitting agencies.
 - Obtaining permits from non-City agencies (what, where and when)
 - Design and engineering services provided (who, qualifications)
 - Plan check coordination
 - Construction
 - How will changes be addressed
 - How will changes be minimized or eliminated
 - Training program
7. Vendor's Response must include an original plus three (3) printed copies of their submittals and must be submitted in a sealed envelope.
8. Vendor's Response must include (Section III of this document pages 10 through 20) on the forms provided. If additional space is required, please attach additional sheets/pages.
9. Proposer's Affidavit (Attachment 1)

Example of Project Schedule activities or tasks:

No work may be started until the Schedule has been approved in writing. The work shall be scheduled to assure that the design and construction will be completed within the specified time. The Contractor shall be responsible for coordination of all phases of the operation so that the time schedule can be met.

During construction, the Contractor shall also submit to the CITY, a two-week "look ahead" construction schedule during the construction progress meetings held biweekly.

Project schedules must be completely updated on a monthly basis and submitted by the 1st business day of each month. If the Contractor decides to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the CITY a revised construction schedule in advance of beginning revised operations.

Sequence of Schedule - The Contractor shall sequence the Work in a manner to expeditiously complete the project with a minimum of inconvenience to the CITY or adjacent owners.

The construction schedule shall conform to the following criteria:

- 1) The schedule shall be prepared using the latest version of Microsoft Project, Primavera or approved equal.
- 2) Work activities shall be based on the following:
 - a) Contract Unit Price items shall be subdivided into those portions to be constructed during each stage or phase of construction. (if applicable)
 - b) Lump sum items shall be subdivided into those portions to be constructed during each stage or phase of construction.
- 3) Utility relocations and/or coordination by the Contractor shall be considered as activities.
- 4) Required submittals, working and shop drawings shall be included as activities.
- 5) Plan check and permitting shall be included as activities.
- 6) The procurement of construction materials and equipment with long lead times for deliveries shall be included as activities.
- 6) Work to be performed by subcontractors shall be identified and shown as work activities.
- 7) Start and completion dates of each activity shall be illustrated.
- 8) Completion of all Work under the Contract shall be within the time specified in these Special Provisions and in accordance with the Plans and Specifications.

Design Development- Basic Requirements

1. Consultant will provide a complete set of plans and specifications for permitting and construction as outlined in the Request for Proposal.
2. Retain additional design A/E firms, as required (Structural, Civil, MEP etc.) to provide a complete, constructable set of plans and specifications.
3. Site investigation to verify existing conditions. The City will provide hard copies of available building plans if electronic plans (PDFs) are not available. **THE VENDOR IS REQUIRED TO PHYSICALLY CHECK THE SITE TO EXISTING PLANS FOR ACCURACY.**
4. Plans will need to conform to code requirements and local ordinances and pass plan check.
5. Provide 5 sets of drawings and specifications for review by City 100% for review.
6. Submit 100% drawings to the City of Torrance Building Department for review.
7. Provide final working drawings – record copy on CD-ROM – AutoCAD format AND digitally by USB flash drive.
8. Provide as-built drawings- record copy on CD-ROM – Autocad format AND digitally by USB flash drive.

RFP No. B2016-08

RFP to provide design build services for modification of existing vehicle maintenance bays into CNG vehicle maintenance bays

SECTION III PROPOSAL SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposals (RFP)", the following proposal is submitted to the City of Torrance.

RFP Submitted By:

Name of Company		
Street Address	City	Zip Code
Telephone Number	Fax Number	
Printed Name/Title	E-Mail Address	
Signature	Date	

Form of Business Organization: Please indicate the following (check one);

Corporation Partnership Sole Proprietorship Other: _____

Do you have a Parent Company?: No Yes, _____
(Name of Parent Company)

Do you have any Subsidiaries?: No Yes, _____
(Name of Subsidiary Company)

Business History:

Years in business under your current name and form of business organization? _____ Years
If less than three (3) years and your company was in business under a different name, what was that name?

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information:

Printed Name	Title
Telephone	E-Mail Address

Proposal Submittal (continued):

Vendor Name: _____

Addenda Received: Please indicate addenda information you have received regarding this RFP:

Addendum No.	Date Received

Addendum No.	Date Received

No Addenda received regarding this RFP.

Payment Terms: The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

Do you offer any discounted invoice terms? _____

Project Manager:

Please provide the name of the individual at your company who will serve as Project Manager for this contract.

_____		_____	
Name		Title	
_____	_____	_____	
Telephone Number	Fax Number	Email Address	

Contract Representative:

Please provide the name of the individual at your company who will be responsible for administering this contract.

_____		_____	
Name		Title	
_____	_____	_____	
Telephone Number	Fax Number	Email Address	

Sub Consultants:

If awarded, will you be using sub consultants to carry out the scope of work required in this RFP?

Yes, we will be using sub consultants and have listed their contact information below.

No, we will not be using any sub consultants for this project.

1. _____	_____
Company Name	Type of consulting work performed
_____	_____
Address	License and/or Certification

LIST OF SUBCONTRACTORS

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Section 2-3 of the Standard Specifications.

1. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

DIR Registration: _____

2. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

DIR Registration: _____

3. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

DIR Registration: _____

4. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

DIR: Registration: _____

Subcontractors must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

The Bidding Contractor must include each subcontractor's contract license number (AB 44). An inadvertent error in listing the subcontractor's license number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening-provided that the correct license number corresponds to the submitted name and location of the subcontractor

Proposal Submittal (continued):

Design Build Team References:

(Proposer must have completed at least four (4) design build of CNG Facility Maintenance upgrades of a similar size and scope within the last ten (10) years). The references must reflect this requirement.

1. Name (Firm/Agency): _____

Contact Person:: _____ Telephone No: _____

Email Address: _____

Title of Project: _____

Construction Budget _____ Design Fee : _____

Date of Completion: _____

2. Name (Firm/Agency): _____

Contact Person:: _____ Telephone No: _____

Email Address: _____

Title of Project: _____

Construction Budget _____ Design Fee : _____

Date of Completion: _____

3. Name (Firm/Agency): _____

Contact Person:: _____ Telephone No: _____

Email Address: _____

Title of Project: _____

Construction Budget _____ Design Fee : _____

Date of Completion: _____

4. Name (Firm/Agency): _____

Contact Person:: _____ Telephone No: _____

Email Address: _____

Title of Project: _____

Construction Budget _____ Design Fee : _____

Date of Completion: _____

Proposal Submittal (continued):

Vendor Name: _____

RFP Submittal Requirement and Acknowledgement	
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.	
RFP Scope of Work Questions Change questions below as they fit your situation	Indicate what page in your proposal you have answered this question.
Did you include original and 2 copies of your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include a signed Affidavit Form with your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include proof of Contractor Registration with the DIR ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you attach additional sheets to answer the Background and Recent Experience with Similar Projects information on page 22 of this RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you complete a project proposal as described in the Technical Requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include all addenda if any issued by the City?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include resumes of the appropriate qualified candidates?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you include References?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal
Have you included Proposed Alternative Language to the City's Pro Forma Consulting Services Agreement (if applicable).	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal

Proposal Submittal (continued):

Vendor Name: _____

RFP Submittal Requirement and Acknowledgement (continued)		
RFP Scope of Work Questions		Indicate what page(s) in your proposal you have answered this question.
1	Please describe your experience with design and construction of CNG vehicle maintenance facilities and retrofit of the same.	Page ___ of our submittal
2	Please indicate if your firm is compliant Local, State and Federal Government Labor Laws. Such as; Section 3700 of the California Labor Code, California Labor Code Section 1773.8, California Labor Code Section 1773.8, California Labor Code Section 1777.5, California Labor Code Section 1813	<input type="checkbox"/> Yes, we are in compliance and have filled at the forms attached to this RFP <input type="checkbox"/> No, we are not in compliance
3	Describe the applicable codes to this project and how will you ensure compliance.	Page ___ of our submittal
	Describe how will you ensure a thorough investigation and verification of existing facility conditions, both seen and unseen, and eliminate cost increases/changes after project award	Page ___ of our submittal

Vendor Name: _____

Price Proposal	
In accordance with your "Request for Proposal", the following price proposal is submitted to the City of Torrance. We understand that our price submittal is a not to exceed amount and that if we are selected to enter into negotiations with the City the pricing may be adjusted down unless additional services are requested and pricing will be negotiated and adjusted accordingly.	
Category Description (Proposer must attached a full description for each category explaining what they are proposing) All services must be itemized. Do not bundle.	Proposal Not to Exceed Amount by Category Description
Planning of retrofits to the Torrance Fleet Garage Facility for CNG vehicle maintenance and repair	\$
Design of retrofits to the Torrance Fleet Garage Facility for CNG vehicle maintenance and repair	\$
Construction of retrofits to the Torrance Fleet Garage Facility for CNG vehicle maintenance and repair	\$
Project management	\$
Total Amount for Project	\$

Price Proposal Cost Breakdown To Provide the Services Required in this RFP			
Description	No. of Hours	Labor Cost/hr (\$)	Cost
Planning		\$	\$
Design & Engineering		\$	\$
Construction		\$	\$
Project Management		\$	\$
Total Price Proposal			\$

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

_____ being first duly sworn deposes and says:

1. That he/she is the _____ of _____
(Title of Office) (Name of Company)

Hereinafter called "proposer", who has submitted to the City of Torrance a proposal for

(Title of RFP)

- 2. That the proposal is genuine; that all statements of fact in the proposal are true;
- 3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
- 5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
- 6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
- 7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
- 8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this ____ day of _____, 20_____.

(Proposer Signature)

(Title)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal(s) and __a corporation, incorporated, organized, and existing under the laws of the State of _____, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the City of Torrance, a municipal corporation, located in the County of Los Angeles, State of California, in the full and just sum of: _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, representative, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that: WHEREAS, said Principal(s) have/has entered into, or are/is about to enter into, a certain written contract or agreement, dated as of the _____ day of _____, 20____, with the said City of Torrance for the **RFP to provide design build services for modification of existing vehicle maintenance bays into CNG vehicle maintenance bays, RFP B2016-08** all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

NOW, THEREFORE, if the said Principal(s) shall faithfully and well and truly do, perform and complete, or cause to be done, performed and complete, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by said Principal(s), including any guarantee period as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement, or of any feature or item or items of performance required therein or there under, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or there under.

PERFORMANCE BOND RFP B2016-08 (CONTINUED)

In the event any suit, action or proceedings is instituted to recover on this bond or obligation, said Surety will pay, and does hereby agree to pay, as attorney's fees for said City, such sum as the Court in any such suit, action or proceeding may adjudge reasonable.

EXECUTED, SEALED AND DATED this _____ day of _____, 20____

CORPORATE SEAL

PRINCIPAL(S):

BY _____

BY _____

CORPORATE SEAL

SURETY:

BY _____

Name: _____
Local Address: _____
Phone No.: _____
Fax No.: _____

LABOR AND MATERIAL BOND
RFP B2016-08

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

As Principal(s) and _____ a corporation, incorporated, organized, and existing under the laws of the State of _____, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto:

- (a) The State of California for the use and benefit of the State Treasurer, as ex-officio Treasurer and custodian of the Unemployment Fund of said State; and
- (b) The City of Torrance, California; and
- (c) Any and all persons who do or perform or who did or performed work or labor upon or in connection with the work or improvement referred to in the contract or agreement hereinafter mentioned; and
- (d) Any and all materialmen, persons, companies, firms, association, or corporations, supplying or furnishing any materials, provisions, provender, transportation, appliances or power, or other supplies used in, upon, for or about or in connection with the performance of the work or improvement contracted to be executed, done, made or performed under said contract or agreement; and
- (e) Any and all persons, companies, firms, associations, or corporations furnishing, renting, or hiring teams, equipment, implements or machinery for, in connection with, or contributing to, said work to be done or improvement to be made under said contract or agreement; and
- (f) Any and all persons, companies, firms, associations, or corporations who supply both work and materials;

and whose claim has not been paid by said Principal(s), in full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which will and truly to be made, said Principal(s) and said Surety do hereby bind themselves and their respective heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS, said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the _____ day of _____ 20 ____, with the City of Torrance for the **RFP to provide design build services for modification of existing vehicle maintenance bays into CNG vehicle maintenance bays, RFP B2016-08**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

NOW, THEREFORE, if the said Principal(s) (or any of his/her, its, or their subcontractors) under said contract or agreement fails or fail to pay:

- (1) For any materials, provisions, provender, transportation, appliances, or power, or other supplies; or
- (2) For the hire of any teams, equipment, implements, or machinery; or
- (3) For any work or labor; supplies, furnished, provided, used, done or performed in, upon, for or about or in connection with the said work or improvement; or

(4) For amounts due under the Unemployment Insurance Act of the State of California with respect to such work or improvement;

the Surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond; and, also, in case suit is brought upon this bond, said Surety will (and does hereby agree to) pay a reasonable attorney's fee, to be fixed and taxed as costs, and included in the judgment therein rendered.

This bond shall (and it is hereby made to) insure to the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond, all as contemplated under the provisions of Section 4205 of the Government Code, and of Chapter 1 of Title 4 of Part 3 of the Code of Civil Procedure, of the State of California.

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and of all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

EXECUTED, SEALED AND DATED this _____ day of _____, 20_____

CORPORATE SEAL

PRINCIPAL:

BY _____

CORPORATE SEAL

SURETY:

BY _____

Name: _____
Local Address: _____

Phone No.: _____
Fax No.: _____