

Request for Quotation

Geil Lane CNG Station Expansion

October 24, 2016
Kentuckiana Cleanfuel
4512 Bishop Lane
Louisville, KY 40218



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Recipient Information

This Request for Quotation has been received by the following company (the "Recipient"):

Attn: _____

Email: _____

Phone: _____

Confidentiality Statement

This document, and any attachments thereto, regardless of form or medium, is intended only for Recipient and may contain legally privileged and/or confidential, copyrighted, trademarked, patented or otherwise restricted information viewable by the intended recipient only. If you are not the intended recipient of this document (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this document, and any attachment thereto, is strictly prohibited and violation of this condition may infringe upon copyright, trademark, patent, or other laws protecting proprietary and, or, intellectual property. In no event shall this document be delivered to anyone other than the intended recipient or original sender and violation may be considered a breach of law fully punishable by various domestic and international courts. If you have received this document in error, please respond to the originator of this message or email him/her at the address below and permanently delete and/or shred the original and any copies and any electronic form this document, and any attachments thereto and do not disseminate further.

Submission Details

1. The bidding opens on October 24, 2016. All submissions for responding to this request must be submitted on paper and delivered to our office, as stated below, no later than:

Monday, November 14, 2016 at 3:00 pm

2. The delivery address to be used for all submissions and contact information if you have any questions or require clarification on any topics covered in this Request for Quotation:

Kentuckiana Cleanfuel
Attn: Alan Steiden, President
4512 Bishop Lane
Louisville, KY 40218
Phone: (502) 452-6312
Email: asteiden@kentuckianacleanfuel.com

3. Electronic submissions in response to this Request for Quotation will be accepted as long as they are sent via email to: asteiden@kentuckianacleanfuel.com and in Microsoft Word or Adobe Acrobat format with the file name ending in “.doc” or “.docx” or “.pdf”.
4. The company shall post this RFQ on the home page of its website at www.kentuckianacleanfuel.com and may distribute the RFQ directly to potential bidders. If company issues an addenda to the RFQ, it will post the addenda on the same website and deliver such addenda to each potential bidder that has provided notice to the company that it wants to be notified of any such addenda.
5. In addition to addressing the equipment and services set forth below in any response to this RFQ, each bidder should provide a summary of similar projects it has previously completed and of its current workload and ability to meet the timelines set forth herein.
6. The company reserves the right to modify, cancel or withdraw the RFQ at any time and for any reason.
7. Each bidder shall provide the company a primary contact, including a phone number and email address, for all correspondence regarding the RFQ. Within 14 days after the submission deadline, the company shall notify each bidder with notice of the result of its submission either by phone or email.
8. Any information provided is not official unless reduced to writing by the company. Any unauthorized contact with any employee in connection with this RFQ is prohibited and shall be cause for disqualification of the bidder.
9. Careful attention must be paid to all requested items contained in this RFQ. Please read the entire package before bidding.
10. The entire set of documents constitutes the RFQ. The bidder must respond in total and in the same numerical order in which the RFQ was issued. Bidder’s notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed. All notes, exceptions, and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All RFQs shall be returned in a sealed envelope with “Geil Lane CNG Station Expansion” stated on the outside of the envelope.
11. Sealed RFQs will be accepted in accordance with the instructions detailed herein. The bidders shall file all documents necessary to support its qualifications and include them in the submittal and shall be responsible for the actual delivery of RFQs during business hours to the address indicated above. It shall not be sufficient to show that the qualifications were mailed in time to be received before scheduled closing time for receipt of RFQs.
12. The company may waive minor irregularities in the bid and submission process as permitted by applicable Governmental Agencies (as defined below) provided such action is in the best interest of the project.

Introduction and Executive Summary

Kentuckiana Cleanfuel owns a large public CNG station operating in Louisville, Kentucky. The station was designed and built with future equipment additions in mind, and we are now seeking vendors to bid on a project to purchase and install those equipment additions. This station serves a Louisville-based regional trucking company that owns a large fleet of dedicated Class-8 CNG semi-trucks, and this additional equipment will meet that customer's and the general public's growing fuel needs.

Business Overview & Background

Kentuckiana Cleanfuel (hereafter "the company") builds, develops and operates compressed natural gas (CNG) stations in Kentucky, Indiana and Ohio. Currently, the company has built and operates one public CNG station located in Louisville, Kentucky at 6200 Geil Lane. The station is specially designed to allow up to four Class-8 tractor-trailer semi-trucks to simultaneously refuel. This station has been operating since November 2014 and currently features two-250 HP reciprocating natural gas compressors, one natural gas dryer, one 3-pack CNG storage apparatus and three CNG dispensers. The site also has high-pressure piping and electrical conduits currently installed for additional CNG equipment.

Detailed Specifications

The company is seeking vendors to facilitate the purchase and installation of CNG equipment at the existing station at 6200 Geil Lane. The following equipment must be included in the quotation:

- Qty-2- ANGI Energy Systems NG300E Compressor package, or similar
 - 643 SCFM capacity @ 77psig inlet pressure, 4500psig discharge pressure
 - 250 HP, 480VAC, 1800RPM TEFC Electric Motor
 - Weather-proof enclosure includes sound attenuation, interior light and gas detector
- Qty-2- Site connection materials
- Qty-1- Allen-Bradley Motor Starter Package, Single Compressors, 250 HP, or similar
 - NEMA 3R enclosure
 - 65KAIC short circuit rating
- Qty-1- CNG Dryer, PSB NG-SV-10-2, or similar
 - Non-regenerating single tower
 - Rated 650scmf @ 80psig, 150psi MAWP
 - Includes dew point monitor and vent stack
 - 2" CI 150 flanges

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- Qty-2- CNG 3-pack Storage Assembly, or similar
 - 20" diameter x 37'-long vessels
 - 55,824 SCF capacity @4,500psig
- Qty-1- ANGI Energy Systems CP-400 Upgrade
 - 4 compressor configuration
- Qty-2- Electronic Compressor Discharge Valve Panel, 1" design
 - 1 compressor in / 6 hoses + 1 storage out
 - Controlled by existing master control panel
 - Self-standing enclosure
- Qty-1- Additional Master Control Panel Upgrade
 - Components upgrade to 4 compressors
- Qty-1- Dryer Regeneration Site Material Kit

The following services must be included in the quotation:

- CNG Equipment Start-up and Training
- Shipping to Site
- Mechanical contracting service to install equipment
 - Set and pipe 2 compressors, 3-pack storage cylinder skid, 2 filter stands, 2 discharge panels, 1 CNG dryer
 - Furnish a crane for the 3-pack storage skid & a 6,000-lb. forklift for remaining installation
 - Perform all testing required
- Electrical contracting service to install equipment

Assumptions & Constraints

All of the site preparation and underground construction work has already been previously completed. This includes the construction of the concrete equipment pads for all of the required CNG equipment, the low-pressure natural gas piping, the high-pressure CNG piping and tubing, and the electrical conduits. The equipment area is surrounded by a security fence topped with barbed-wire in many places, and the ground between the concrete equipment pads is covered in loose gravel. The station is currently operating and it is open 24 hours a day and seven days a week.

Payment Terms

No invoice shall be required for the equipment or services to be provided under the contract, and the contract will serve as the complete agreement between the parties. The payment terms

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will be as follows: 25% down payment, 25% at completion, and the net 50% 30 days after completion of the services.

Selection Criteria

The company intends to award a contract to the bidder, whose offer, conforming to the RFQ, is the most advantageous on the basis of "best value" for all products, services, and requirements contained herein. Award will be based on evaluation by all items. An evaluation committee, or a designated individual, will evaluate the information provided by the bidder in response to the established measurable criteria contained in the RFQ.

<u>Measureable Criteria</u>	<u>Points</u>
Price	50
Timing (number of days to estimated completion date)	25
Experience (in last five years, number of CNG station projects or projects involving compressed air in excess of 3,500 psi on which bidder has worked)	25

Each criteria shall be scored as follows using price as an example:

The bidder with the lowest price receives the maximum score. The bidder with the next lowest price receives points by dividing the lowest price by the next lowest price and multiplying that percentage by the available points. For example, Bidder "A" bids \$3.00 as the lowest bidder and receives the maximum 50 points. Assume Bidder "B" is the next lowest bidder at \$4.00, then "B" receives 37.5 points (\$3.00 divided by \$4.00, which equals 0.75, which is then multiplied by 50).

Terms and Conditions

- PUBLIC-PRIVATE PARTNERSHIP.** Recipient acknowledges that the company has executed a public-private partnership agreement with Louisville Metro Government in connection with company's award of funds under the Congestion Mitigation Air Quality Program ("CMAQ") of the Federal Highway Administration ("FHWA") and administered in Kentucky by the Office of Local Programs ("OLP") of the Kentucky Transportation Cabinet (collectively, the "Governmental Agencies"). This RFQ and any final contract is subject to the rules and regulations related to these programs and agencies in connection with the receipt of such CMAQ funds.
- GENERAL.** There shall be no binding obligation between the company and Recipient and no work shall commence until a valid contract has been fully executed. That contract shall represent the entire agreement between the parties. Prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof shall be of no effect on that contract. The Terms and Conditions outlined herein shall be included in the final contract between the successful bidder and the company.

- 3. CONTRACT COMPONENTS.** The successful bidder and the company shall execute a final contract that shall incorporate this RFQ, any addenda to this RFQ, any response to this RFQ that is incorporate and agreed to in the final contract, and Section 45A of the Kentucky Revised Statutes. Any inconsistencies in these components shall be resolved by giving precedence in the following order: the final contract; any addenda to this RFQ; and finally to this RFQ. Once the final contract is executed, all amendments shall be in writing signed by both parties and effective only upon the receipt of any applicable approvals from the appropriate government agencies. The contract will constitute the entire agreement between the parties, and the company shall not be required to enter into any other agreement with the successful bidder.
- 4. SCHEDULE DATES & DELAYS.** Schedule dates are approximate and neither party shall be liable for loss, damage, or delay due to war, riots, fire, flood, strike or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the other party, embargo, car shortage, damage or delay in transportation, inability to obtain necessary labor or materials from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of such party. In the event of delay in performance due to any such cause, the schedule dates or time for completion will be adjusted to reflect the actual time as may be necessary to properly reflect the delay. The Purchaser's receipt of services or parts shall constitute a waiver of any claims for delay.
- 5. SHIPMENT.** The successful bidder shall deliver the equipment and have it installed no later than 180 days after the final contract is signed and subject to force majeure, agrees that when delivery and installation is not made within the contracted due date, one percent per day shall be deducted from the Vendor's invoice for each day the Vendor fails to meet the contracted delivery date. All shipments shall be F.O.B destination to 6200 Geil Lane or 4512 Bishop Lane as instructed by the company. The successful bidder shall be responsible for all shipments and freight charges and filing any applicable freight claims.
- 6. ASSIGNMENT.** Neither party shall assign or transfer this contract without the prior written consent of the other party.
- 7. TAXES.** The prices do not include any present or future Federal, State or Municipal sales, use, gross receipts, property, or other similar type tax with respect to any material, erection equipment or services covered hereby. If the Company is required by applicable law or regulation to pay or collect any such type tax or taxes on account of this transaction or the material or equipment or services covered hereby, then such amount of tax shall be paid by the Purchaser in addition to the prices herein provided for.
- 8. INSURANCE.** With respect to the performance of repair work at Purchaser's facility, the Company's personnel shall be properly covered with insurance in the areas of Worker's Compensation, Public Liability and Automobile Insurance where the use of a vehicle is required. A certificate confirming this insurance coverage is obtainable upon request. To the extent any loss and/or damage is recoverable by insurance proceeds under Purchaser's insurance policies, Purchaser waives its and its insurers' rights to recover for such loss and/or damage against the company.
- 9. WARRANTY.** The Company warrants that parts manufactured by the Company and furnished under this contract, will be free of defects in material and workmanship for a period of six months from the date of installation, exclusive of transportation and installation costs (or six months from date of delivery if not installed by Company), and at its option,

shall either repair or replace such parts, provided the Purchaser promptly notifies the Company of defects therein, within said period. The Company makes no performance warranty and the effects of corrosion, erosion and normal wear and tear are specifically excluded from the Company's warranty.

THE COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

10. LIMITATION OF LIABILITY. The remedies of the Purchaser set forth herein are exclusive, and the liability of the Company with respect to this contract or the services or parts furnished under this contract shall not exceed the contract price of such services or the part upon which such liability is based.

The Company and its suppliers or subcontractors shall in no event be liable to the Purchaser, any successors in interest or any beneficiary of this contract for any consequential, incidental, indirect, special or punitive damages arising out of this contract or any breach thereof, whether based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement power or claims of Purchaser or customers of Purchaser for service interruption, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

11. NOTICES. All notices, consents and other communications required or permitted under the contract shall be addressed to the company at:

Kentuckiana Cleanfuel
Attn: Alan Steiden, President
4512 Bishop Lane
Louisville, KY 40218
Phone: (502) 452-6312
Email: asteiden@kentuckianacleanfuel.com

The final contract shall identify the representative of Recipient that shall be the sole point of contact for notices under the contract.

12. INSPECTIONS. The parties acknowledge that the Governmental Agencies shall have the right to inspect the equipment delivered under the contract prior to acceptance of such equipment.

13. TERMINATION.

- a. If the successful bidder fails to perform any of its obligations under the contract and fails to cure such obligation within 30 days after the company provides the successful bidder of such failure, the company may terminate the contract.
- b. The company may terminate the contract immediately if there is sufficient evidence to demonstrate that (1) the contract was obtained by fraud, collusion, conspiracy or

other unlawful means or (2) the contract conflicts with any statutory or constitutional provision of the Commonwealth of Kentucky or the United States.

- c. Notwithstanding in the contract to the contrary, the company may terminate this contract at will in accordance with the law upon providing 30 days written notice of that intent. Payment for services or goods received prior to termination shall be made by the company provided those goods or services were provided in a manner acceptable to the company. Payment for those goods and services shall not be unreasonably withheld.

14. NO ENDORSEMENT. The successful bidder shall not refer to its selection by the company in any advertising to state or imply that the successful bidder is endorsed or preferred by the company or any Governmental Agency.

15. REGISTRATION. If the successful bidder is not an entity formed under the laws of the Commonwealth of Kentucky, on or before the date on which the bidding opens for this RFQ as noted above, the successful bidder shall register to do business as a foreign entity with the Kentucky Secretary of State. If any response to the RFQ that does not demonstrate compliance with this requirement, the submission will be deemed non-responsive and ineligible to be the successful bidder.

16. COMPLIANCE WITH LAWS. The successful bidder shall comply with all applicable local, state and federal laws and regulations related to the equipment and services provided hereunder, including the Equal Employment Opportunity Acts of 1978, as amended.

17. ACCESS TO RECORDS. The company and the successful bidder shall provide the applicable Governmental Agency and its representatives access to the books and records directly related to this contract for the purpose of financial audit or program review.

18. DISCLOSURE. Each of the company and the successful bidder shall reveal any final determination of a violation by it within the previous five-year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 as applicable.

19. PROTEST. The Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective bidders in connection with the solicitations or selection for award of a contract. Any actual or prospective bidder, who is aggrieved in connection with solicitation or selection for award of a contract, may file a protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event within two calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto (See Section 3.07-E-Procurement Award Notification). All protests or notices of other controversies must be in writing and shall be addressed to:

Office of the Secretary
Finance and Administration Cabinet
702 Capital Avenue, Room 383
Frankfort, Kentucky 40601
Tel: 502 | 564-4240
Fax: 502 | 564-6785

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken. The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

20. CONFLICT OF INTEREST. Bidder represents and warrants that bidder (a) is legally entitled to enter into the contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.340 and (b) if awarded the contract, would not be in violation of Executive Branch Code of Ethics established by KRS 11A.990.

21. AFFIDAVIT. Both the company and the successful bidder shall execute and deliver the affidavit attached hereto as Exhibit A.

**EXHIBIT A TO RFQ
AFFIDAVIT FOR OFFERORS AND BIDDERS**

The undersigned swears and affirms under penalty of perjury, that:

- a. In accordance with KRS 45A.110 and KRS 45A.115, neither the undersigned, being the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
- b. The undersigned swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
- c. The undersigned swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
- d. The undersigned swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
- e. Pursuant to KRS 45A.480 the undersigned swears and affirms under penalty of perjury, that all contractors and subcontractors employed, or that will be employed, under the provisions of this contract shall be in compliance with the requirements for worker's compensation insurance according to KRS Chapter 342 and unemployment insurance according to KRS Chapter 341.
- f. The undersigned swears and affirms under penalty of perjury that the entity bidding is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state; is duly registered with the Kentucky Secretary of State to the extent required by Kentucky law; and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

[Signature Page Follows]

As a duly authorized representative for the undersigned, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

[Insert Company or Bidder Name]

By: _____

Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me by [Insert Affiant Name and Title] of [Insert Company or Bidder Name] this _____ day of _____, 20_____

[seal of notary]

Notary Public

My commission expires: _____