

ADDENDUM NO. 1

CITY OF SAN RAMON
REQUEST FOR QUALIFICATIONS
For
FLEET ELECTRIFICATION CONSULTING SERVICES
RFQ Deadline: Monday, July 17, 2023 at 2:00 p.m.

TO ALL RESPONDENTS:

Notice is hereby given that the following revision are made a part of and incorporated into the Request for Qualifications (RFQ) documents for Fleet Electrification Consulting Services:

Answers to RFIs and Questions:

1. Question: Can the City provide the selected consultant with fueling data and/or telematics data for all vehicles included in the scope?
 - a. If not, would you please characterize the vehicle types for which these data are not available (e.g., all vehicles of a certain type or class, or for a specific department)?

Answer: Fuel data and/or telematics are not available currently.

The City's Public Works fleet consists of:

- 40 - Light duty vehicles
- 6 – EVs
- 54 – Medium duty vehicles
- 3 – Heavy duty vehicles

2. Question: Section 2 of the RFP notes that most fleet vehicles are housed in two locations (San Ramon Service Center and Dougherty Valley Service Center) while the City's fleet of 6 EVs are housed at a third facility (2401 Crow Canyon Road). How many total locations house City fleet vehicles?
 - a. Do City employees bring any vehicles home with between shifts? If so, please provide guidance regarding how best to address charging infrastructure for these vehicles.

Answer: Vehicles are housed at six (6) locations which are all pictured within the document. No, City vehicles are not taken home between shifts.

3. Question: The RFP mentions hydrogen fuel cell vehicles. Can the City describe any local hydrogen fueling facilities or plans, and whether the City has any experience with fuel cell vehicles?

Answer: No, the City has no experience with fuel cell vehicles. There is a hydrogen fueling station on Norris Canyon Road. However, it is privately owned and NOT a City facility.

4. Question: Other than CARB's ACF reg, does the City have any other regs or policies that are influencing the timeline for ZEV transition? If so, can the City provide those?

Answer: Not as of yet. The City is currently using the ACF regulation as a guideline.

5. Question: Has the City of San Ramon Public Works Department identified a project budget for these requested services?

Answer: The project budget is estimated at \$200,000.

6. Question: The submittal instructions state that you want four print versions of the proposal. Do you also want an electronic version on a flash drive or via email?

Answer: No, we cannot accept an electronic version. The submittal instructions are in Section 3. Request for Qualification Procedures:

C. Submittal Instructions. SOQs must be **received** by the City by or before Monday, July 17, 2023 at 2:00 p.m. (“**SOQ Deadline**”). Respondent must submit one (1) unbound original and three (3) identical copies of the SOQ in a sealed envelope labeled with Respondent’s name and return address, marked “SOQ for Fleet Electrification Consulting Services (CIP 4000008),” and addressed as follows:

City Clerk
City of San Ramon
7000 Bollinger Canyon Road
San Ramon, CA 94583

The SOQ may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the City no later than the SOQ Deadline. Late submissions will be disregarded.

7. Question: Regarding Scope of Work section 2: "Calculate each facility’s capacity to support additional electrical load from charging operations, identify potential grid impacts, and note any backup generator needs or other energy storage methods needed for emergency response or to minimize the impact of additional load to the grid during peak system usage.” Are the facilities to be evaluated the six locations pictured at the end of the RFQ?

Answer: Yes, they are as pictured.

8. Question: Can you clarify what the column headings are for the vehicle summary included in the RFQ, especially columns 3 and 4?

Answer: Columns 3 and 4 are license plate number and yes/no if we received it.

9. It appears that 103 vehicles are listed on the vehicle summary included in the RFQ, although the Background section states that the fleet is comprised of 102 non-PD vehicles.
 - a. Should we assume that the vehicle summary is the complete list of assets to be analyzed?
 - b. The Police Department is excluded from this analysis?

Answer: Yes, the summary is the complete list of assets to be analyzed. Analysis of Police Department needs is not included in the current scope of work. However, it might be added in the future. Any qualifications that consultants have with regard to Police Department needs that are included in the Firms Qualifications would be considered to have additional value to the City.

10. Question: Does the city of San Ramon take advantage of CA's Low Carbon Fuel Standard currently with their existing EVs?

Answer: No, the City only recently purchased 6 EVs.

11. Question: Will the City negotiate the Indemnification terms of the standard Consulting Services Agreement? The language requires an indemnity obligation beyond the negligence or fault of the Consultant and such broad obligations are not insurable, and not consistent with terms previously agreed to in our other Agreements with the City. Our requested modifications would be as follows:

20. Indemnification.

- a. CONSULTANT shall indemnify and hold the CITY and its Council, agents, employees, and officers harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of any kind or nature, brought against the CITY to the extent arising out of, in connection with, or incident to ~~the execution of this Agreement~~ or CONSULTANT's defective negligent performance or failure to perform any aspect of this Agreement; [...].
- b. CONSULTANT does now remise, release, forever discharge and covenant not to sue the CITY, its Council, [...].

Request that Section B were stricken in its entirety. We are unsure as to the City's intent with regard to this language. We can agree to be responsible for our own negligence or fault but cannot agree to release the City from any such responsibilities if caused by their own negligence or fault.

Answer: Please see the following pages.

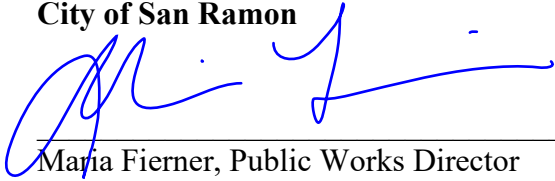
20. Indemnification.

- a. To the fullest extent permitted by law, CONSULTANT must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of CONSULTANT, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of CONSULTANT under the Agreement, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of CONSULTANT's bid for the Agreement. CONSULTANT's failure or refusal to timely accept a tender of defense pursuant to this Agreement will be deemed a material breach of the Agreement. City will timely notify CONSULTANT upon receipt of any third-party claim relating to the Agreement, as required by Public Contract Code § 9201. CONSULTANT waives any right to express or implied indemnity against any Indemnitee. CONSULTANT's indemnity obligations under this Agreement will survive the expiration or any early termination of the Agreement.
- b. CONSULTANT does now remise, release, forever discharge and covenant not to sue the CITY, its Council, agents, servants, employees, officers, successors and assigns, and also any and all other persons, associations and corporations, whether or not named in this Agreement, who, together with the above named, may be jointly and severally liable to CONSULTANT, of and from any and all actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands in law or equity, including claims for contribution, arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries or death, damage to property, and the consequences of the same, which previously have been or which later may be sustained by CONSULTANT or by any and all other persons, associations and corporations, from all liability arising out of or in connection with this Agreement. Notwithstanding the foregoing, CONSULTANT may assert claims against the CITY arising from the sole negligence, active negligence, or willful misconduct of the CITY.
- c. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided in this Agreement.

Deleted: CONSULTANT shall indemnify and hold the CITY and its Council, agents, employees, and officers harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of any kind or nature, brought against the CITY arising out of, in connection with, or incident to the execution of this Agreement or CONSULTANT's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the CITY, or any of its Council, agents, employees, or officers, then this indemnification provision shall be valid and enforceable only to the extent of the negligence of CONSULTANT; and provided further, that nothing in this Agreement shall require CONSULTANT to hold harmless or defend the CITY, its Council, agents, employees, or officers from any claims arising from the sole negligence of the CITY, its Council, agents, employees, or officers. CONSULTANT agrees that the indemnification provided in this Agreement constitutes CONSULTANT's limited waiver of immunity as an employer; provided, however, this waiver shall apply only to the extent an employee of CONSULTANT claims or recovers compensation from the CITY for a loss or injury that CONSULTANT would be obligated to indemnify the CITY for under this Agreement. This limited waiver has been mutually negotiated by the parties and is expressly made effective only for the purposes of this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement

Please incorporate the listed changes within this Addendum into the Request for Qualifications document.

City of San Ramon



Maria Fierner, Public Works Director

Date: 07-12-23