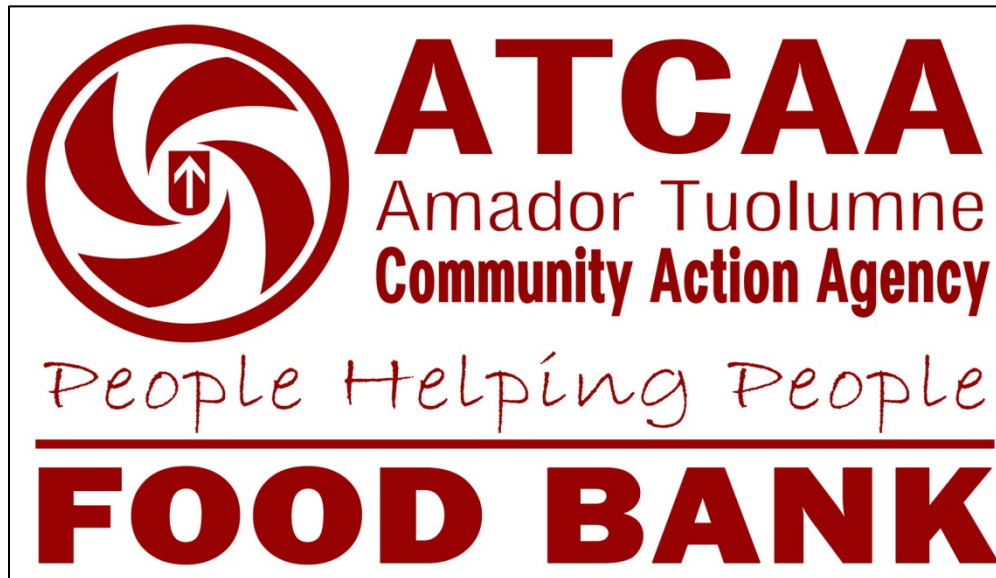


ATCAA FOOD BANK



REQUEST FOR PROPOSALS (RFP) ATCAA Food Bank - Back Up Generator Project Issued: August 5th, 2020

Deadline for Submission of Bids:
Friday, August 28th, 2020 – 1:00 p.m.

For an electronic version of this RFP, go to:

<https://www.atcaa.org/food-bank>

(Click on "RFPs, RFQs & Organizational Documents" at the top of the page)

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NOTICE

The Amador-Tuolumne County Action Agency Food Bank (“ATCAA Food Bank”) is seeking bids from qualified firms (“Contractor”) to purchase and install an emergency backup generator for the ATCAA Food Bank located at 10059 Victoria Way, Jamestown, CA 95327, with supporting electrical work. The payment of prevailing wages is required.

Prior to award of the contract, the Contractor shall possess a **C10- Electrical Contractor’s License** issued by the State of California Contractor’s Licensing Board. Failure of the bidder to obtain the required license before award of the contract constitutes a failure to execute the contract. For public works projects OVER twenty-five thousand dollars (\$25,000) when the project is for construction, alteration, demolition, installation, or repair work or public works projects OVER fifteen thousand dollars (\$15,000) when the project is for maintenance work, the Contractor and any subcontractors shall be registered with the Department of Industrial Relations prior to bid. Please see <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information.

BACKGROUND:

Tuolumne County is located in the center of the California Mother Lode area along the western slope of the Sierra Nevada mountain range. The County is bordered on the north by Calaveras County, on the south by Mariposa County, on the west by Stanislaus County and on the east by Alpine and Mono Counties. The ATCAA Food Bank has received funding through Anthem Blue Cross, the Sonora Sunrise Rotary Foundation, Adventist Health of Sonora, and the Community Development Block Grant, to increase the safety and resiliency of perishable foods, as well as preventing any disruption in the day-to-day operations or service to the clients and partner agencies we serve.

SELECTION PROCESS:

Firms or individuals interested in bidding on this project should obtain a Request for Proposal (RFP) packet which can be picked up at:

Amador-Tuolumne Community Action Agency Food Bank (ATCAA Food Bank)
10059 Victoria Way
Jamestown, CA 95327
Office hours: 8:00 a.m.- 4:00 p.m. Monday-Friday, or by calling 209-984-3960 ext 104.

This RFP is also available on the ATCAA Food Bank’s website, <https://www.atcaa.org/food-bank> , (click on “RFPs, RFQs and Organizational Documents” located at the top of the page). The RFP includes a description of the services to be provided, copies of the applicable agreement, and the bid form. Bids must be submitted by the due date below to be considered.

Bids must be submitted by: 1:00 p.m. on Friday, August 28th, 2020

SECTION I – SCOPE OF WORK:

The services to be rendered pursuant to this RFP consist, in general, of primarily the purchase and installation of an emergency backup generator for the Amador-Tuolumne Community Action Agency Food Bank located at 10059 Victoria Way, Jamestown CA. 95327, with supporting electrical work, to be consistent with Exhibit C (attached) “Plans and Specifications.” This includes all electrical and mechanical work needed to properly install the generator according to all state and local codes. Bid must include a 5-year warranty, as well as a 5-year service/maintenance agreement. A fully functional unit upon completion of work shall be provided, along with training on the use of the installed equipment. The Contractor shall carry out and include all investigations required at the site for the existing system prior to bid, and shall include in the bid all components, devices, modifications or additions to the existing electrical systems required to produce the intended results. Permits for work shall be provided by the Contractor, through the Tuolumne County Building Department. Work shall be completed 30 days after the delivery of the generator to the ATCAA Foodbank, and NLT 60 days after Contract Award.

Unit costs shown in Exhibit B, “Bid Form,” of this RFP shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work as specified in this RFP.

The ATCAA Food Bank reserves the right to modify the scope of work, including the right to increase or decrease the quantity of any item or portion of the work, or to entirely delete any item or portion of any work, or to require extra work as deemed by the ATCAA Food Bank to be necessary or advisable. Any such changes will be set forth in a Contract Change Order, which will not become effective until approved by the ATCAA Food Bank.

For a period of one year after acceptance of the work, Contractor shall be responsible for the repair of all defects or failures occurring in the work which are, as determined by the ATCAA Food Bank, due to negligence in the manufacture and/or installation of the facility, exclusive of the operation of the facility by the ATCAA Food Bank or its agents, acts of third parties, acts of God, or acts of the common enemy.

SECTION II – COMPENSATION:

Payment for services contemplated by this RFP shall be based on the unit prices submitted on Exhibit B – Bid Form of this RFP.

SECTION III – CONSTRUCTION:

All work specified in this contract shall be done in accordance with Plans and Specifications in Exhibit C.

SECTION IV – PRE-BID INFORMATION AND BIDDER’S QUESTIONS:

A mandatory pre-bid meeting will be scheduled on Wednesday, August 19th, 2020 at 10am at the ATCAA Food Bank, located at 10059 Victoria Way, Jamestown CA. 95327. Questions regarding this RFP must be submitted in writing to the ATCAA Food Bank by 3:00 p.m. on Friday August 21st, 2020. Except for questions that might render the award of this contract invalid, the ATCAA Food Bank will not respond to any questions submitted after this time. The ATCAA Food

Bank will post the questions received, along with written responses, to the ATCAA Food Bank's website, <https://www.atcaa.org/food-bank>, (click on "RFPs, RFQs and Organizational Documents"). It is the responsibility of the bidders to check the ATCAA Food Bank's website to review the questions and responses. Any oral responses to questions are not binding on the ATCAA Food Bank.

Questions should be addressed to:

ATCAA Food Bank
Attn: Joe Tobin
PO Box 1307
Jamestown, CA 95327
-OR-
Email: jtobin@atcaa.org

SECTION V – BID SUBMITTALS:

Firms or individuals interested in performing the requested services should complete the following steps needed for a successful bid:

- A. Review the RFP.
- B. Attend mandatory pre-bid meeting.
- C. Review the attached sample contract including insurance requirements.
- D. Complete and submit the attached Exhibit B – Bid Form.
- E. Review and complete "Forms/Certifications"

Sealed bids must be received by the ATCAA Food Bank, **NO LATER THAN 1:00 p.m. on Friday, August 28th, 2020**. Bids are to be addressed as follows:

BID ENCLOSED – ATCAA Food Bank Back-up Generator
Amador-Tuolumne Community Action Agency
Attn: Joe Tobin
PO Box 1307, Jamestown, CA 95327

Bidder's name and return address must also appear on the envelope. Bids may also be hand delivered to the Amador-Tuolumne Community Action Agency Food Bank at, 10059 Victoria Way, Jamestown, California 95327 – (Office hours: 8:00 a.m.- 4:00 p.m. Monday-Friday)

Bids will be received only at the addresses shown above, and must be received by the time indicated. It is the sole responsibility of the bidder to send or deliver its bid, so that it is received by the time and date required, regardless of postmark. Any bid received after said time and/or date, or at a place other than the stated address, cannot be considered and will not be accepted. No e-mailed or facsimile bids will be considered.

Bids will be opened publicly at 1:30 p.m. on the bid due date at the ATCAA Food Bank located at 10059 Victoria Way, Jamestown CA. 95327.

SECTION VI – PROPOSED SCHEDULE:

Invitation for bids released:	Wednesday, August 5th, 2020 – 8AM
Mandatory pre-bid meeting:	Wednesday, August 19th, 2020 – 10AM
Last day to submit written questions:	Friday, August 21st, 2020 – 3PM
Bids due:	Friday, August 28th, 2020 – 1PM
Contract award (anticipated):	Monday, August 31st, 2020 – 3PM
Project completion date - no later than:	30 days after the delivery of the generator to the ATCAA Foodbank, and NLT 60 days after Contract Award

SECTION VII – AWARD OF CONTRACT:

The award of the contract, if it is to be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed. Such award, if made, will be made within sixty (60) days after the opening of the bids, unless an extension is agreed to by the lowest responsible bidder. The award of the contract will be subject to the availability of funds. The ATCAA Food Bank reserves the right to reject any or all bids and to waive any irregularities in the bidding.

Contractors may not withdraw their bids for a period of sixty (60) days after the date on which the bids are due. The selected Contractor shall be required to sign the ATCAA Food Bank Agreement, a sample of which is attached to this RFP.

SECTION VIII – BONDS:

A bidder's bond is required. A payment bond is required for any public works contract in excess of twenty-five thousand dollars (\$25,000).

SECTION IX – POLICY:

The ATCAA Food Bank will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract on the basis of race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin or disability. In addition, the ATCAA Food Bank requires that any Contractor hired by the ATCAA Food Bank to perform any work activity does not discriminate against any employee or applicant for employment because of race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin or disability. Please note that the ATCAA Food Bank is a Drug Free, and Smoke Free Campus.

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended accordingly.

SECTION X - GENERAL CONDITIONS FOR REQUEST FOR PROPOSALS:

1. Safety

Contractor shall comply with all applicable provisions of the California Occupational Safety and Health Act of 1973, including any amendments thereto, and the rules, standards, orders and regulations prescribed by the Occupational Safety and Health Standards Board and the Division of Industrial Safety of the California Department of Industrial Relations. Contractor shall further comply with all other applicable safety laws, ordinances and regulations. Contractor shall provide proof of compliance, if requested by the ATCAA Food Bank.

The ATCAA Food Bank shall have the right to prohibit the operation of equipment by specific operators, as necessary, to maintain safety.

2. Prevailing Wage Rates and Apprenticeships

Pursuant to Section 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 these services and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov> . Employees of the contractor and all subcontractors engaged on this project shall be compensated at or above the prevailing wage rate determination issued by the DIR. Copies of the applicable state and federal prevailing wage rates are available from the project manager. The contractor shall pay the higher wage rate in each craft, classification, or worker type. Those prevailing wages are hereby incorporated in this agreement and made a part hereof. A copy of the applicable prevailing wage rates shall be posted at each job site.

Compliance with section 1775.5 of the labor code, dealing with employment of properly registered apprentices in all applicable occupations involved in the construction of this project, shall remain the responsibility of the contractor. No apprentice may be placed on the job without prior submission of apprenticeship registration, allowable pay rates and approval of Owner's Representative. Failure to obtain prior approval will require payment of journeyman wages until approval is received. This project is not subject to federal prevailing wages if installation is less than 20% of the total project cost.

3. DIR Registration and Notice

For public works projects OVER twenty-five thousand dollars (\$25,000) when the project is for construction, alteration, demolition, installation, or repair work or public works projects OVER fifteen thousand dollars (\$15,000) when the project is for maintenance work, the Contractor and any subcontractors shall be registered with the Department of Industrial Relations to be qualified to bid on, be listed in a bid proposal or engage in the performance of any public work contract subject to Labor Code section 1720. This project is for installation work. Please see <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information. If applicable, no contract will be entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a

contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Agreement.

These services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly. It is the bidder's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this contract and applicable law.

The ATCAA Food Bank is required to provide notice to DIR of any public work contract subject to prevailing wages within thirty (30) days of the award. Upon notice, the ATCAA Food Bank will provide the DIR project number to the Contractor.

4. Public Record

All bids submitted in response to this request shall be deemed public record. If the Contractor desires to claim portions of its bid exempt from disclosure, Contractor shall clearly identify those portions with the word "Confidential" printed on the lower right-hand corner of the page. The ATCAA Food Bank will consider the Contractor's request for exemption from disclosure; however, the ATCAA Food Bank will make a decision based upon applicable laws. An assertion by the Contractor that the entire bid, or a large portion of such, is exempt from disclosure will not be honored.

5. Addenda

Any addenda issued by the ATCAA Food Bank during the time of bidding or forming a part of the documents issued to the bidder for preparation of its bid, shall be covered in the bid and shall be a part of the contract. Receipt of all addenda shall be acknowledged on the bid form in the space provided therefor. It is the responsibility of the bidder to check the ATCAA Food Bank's website for any addenda.

EXHIBIT A
AGREEMENT

THIS AGREEMENT made and entered into this 5th day of September, 2020, by and between _____ hereinafter referred to as "Contractor", and the Amador Tuolumne Community Action Agency, a unit of local government, hereinafter referred to as "ATCAA." Contractor agrees to perform the following work subject to the terms and conditions below.

Section 1. THE PROJECT:

Backup Generator Project
ATCAA FOOD BANK
10059 Victoria Way
Jamestown, CA 95327

Section 1. (a) General Scope of Work description:

Contractor shall provide and pay for all materials, labor, tools, equipment, light, transportation, permits, testing and other facilities, unless otherwise stipulated, for the execution and completion of the work. Contractor will perform the work in accordance with all Contract documents, which are identified as follows:

1. This Agreement
2. Bid Packet
3. Contractor's submitted bid package

Contractor warrants that he or she has been furnished all Contract Documents referred above and is thoroughly familiar with all Contract documents and the existing site conditions.

Section 1. (b) THE GUARANTEE:

- A. Should any of the materials installed pursuant to the Plans, Specifications and Contract Documents, except existing materials or materials furnished by ATCAA, prove defective or should any of the work prove defective due to faulty workmanship, materials furnished or methods of construction within five years from the date of acceptance of the work by ATCAA, the Contractor shall have the first right to make corrections to defective work, without cost to ATCAA. ATCAA will give notice of observed defects with reasonable promptness.
- B. ATCAA shall have the unqualified option to make any needed emergency/health and safety repairs or replacements. In the event ATCAA elects to have said work performed by the Contractor, the Contractor shall furnish all necessary materials and make the required repairs and installations within a reasonable time after receipt of notice from ATCAA.

Section 2. TIME:

Contractor shall begin work Tuesday September 1st, 2020 or anytime thereafter. Work shall be completed 30 days after the delivery of the generator to the ATCAA Foodbank, and NLT 60 days after contract award, not including delays and adjustments for delays caused by inclement weather or change orders for additional work.

Section 3. SYSTEM COMPLETENESS:

- A. The Contract drawings and specifications are not intended to be comprehensive directions on how to produce the work. Rather, the Drawings and Specifications describe the design intent for the completed work.
- B. It is intended that all equipment systems and assemblies be complete and fully functional even though not fully described. Contractor shall provide all products and operations necessary to achieve the design intent described in the contract documents.
- C. Omissions and Inaccurate Descriptions: Contractor shall report to Project Manager immediately when elements essential to the proper execution of the work are discovered to be missing or inaccurately described in the Bid Packet or if the design intent is unclear.
- D. Substitutions:
 - a. The materials, products and equipment described in the Bid Package documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitutions.
 - b. Persons authorized to approve substitutions: ATCAA Project Manager
- E. Allowances: an allowance is a cost for materials or products that will be chosen by ATCAA. Allowance amounts listed are for materials only. Contractor will list all other costs including installation costs in Work Plan document, under Total Columns. Allowances shall be listed either in the form of a lump sum or per unit cost.
 - a. Contractor will notify ATCAA of date when final decision on allowance items is required, to avoid delays in work.
 - b. Contractor shall certify in writing that quantities purchased are the actual quantities needed by submitting invoices indicating quantities of materials delivered and costs.
 - c. Person authorized to approve allowance items: ATCAA Project Manager

Section 4. CHANGES:

This Agreement is based solely on the observations of the conditions at the time this Contract was signed. If additional concealed conditions are discovered once the work has commenced that were not visible at the time this Agreement was signed, Contractor will point out these concealed conditions and the concealed conditions will be treated as additional work under this Agreement.

Changes to the work may be initiated either by ATCAA or the Contractor; however, the work under this contract shall not be changed except by prior approval of the ATCAA Project Manager. Any such change shall be specified in writing and the cost thereof agreed upon between the parties. In no case shall ATCAA pay or become liable to pay for any extra work done on, or extra material furnished upon, in or about said work, except as otherwise provided in the Plans and Specifications. Said Plans and Specifications shall control in all particulars, except that the Project Manager may authorize changes in the scope and cost of work which does not exceed one (1%) percent of the contract cost authorized herein.

The Contractor shall provide full information required for evaluation of proposed changes and substantiate the costs of the changes to the work with the following:

- A. Document each quotation for change in Contract Sum and Contract Time, with sufficient data to allow evaluation of the quotation.
- B. Upon request, provided additional data to support computations, including:
 - 1) Quantities of products, labor and equipment
 - 2) Taxes, insurance and bonds
 - 3) Overhead and profit
 - 4) Justification for change in Contract Time, if claimed
 - 5) Credit for deletions from the Contract, similarly documented

When the scope of change to the work cannot be agreed upon in advance, the rates will be determined by the actual costs and time expended by the Contractor in performance of the change, according to the following (or Contractor's equivalent Table)

Rates charged for additional work and overages on allowance work:
Contractor to supervise, coordinate and charge _____ % profit and overhead on additional work
Journeyman: \$ _____ per hour
Apprentice: \$ _____ per hour
Laborer: \$ _____ per hour
Contractor: \$ _____ per hour
Subcontractor: Amount charged by Subcontractor \$ _____

Person authorized to sign Change orders: ATCAA Project Manager

Section 5. QUALITY OF THE WORK:

- A. Quality of Products: All products shall be new, free of defects and fit for the intended use.
- B. Quality of Installation: All work shall be produced plumb, level square and true to indicated angle, with the proper alignment and relationship between the various elements.
- C. Protection of Existing and completed Work: Contractor shall take all measures necessary to preserve and protect existing and completed work from damage, deterioration, soiling and staining until acceptance of work by Owner.

Section 6. SECURITY AND CLEANLINESS:

- A. Contractor shall provide security and facilities to protect the Project, existing facilities and ATCAA's operations from unauthorized entry, vandalism and theft.
- B. Contractor shall provide for waste management removal services as required to maintain the site and existing facilities in clean and orderly condition.

Section 7. LIQUIDATED DAMAGES:

If the Contractor fails to complete this agreement and this work within one week of the time fixed for such completion, due allowance being made for the contingencies provided for herein, the Contractor becomes liable to ATCAA for all loss and damage which the latter may suffer due to the delay in completion. ATCAA and Contractor agree that it is and will be impracticable and extremely difficult to determine the actual damage which ATCAA will sustain by delay in performance of this agreement. ATCAA and Contractor therefore agree that Contractor will pay as liquidated damages to ATCAA the sum of \$ 450 per day for each day's delay beyond the time set herein for completing the work. If the contractor does not pay the sum, ATCAA will deduct the set amount per day from any money due or that may become due to Contractor under this agreement in addition to any other remedy that may be available to ATCAA.

Section 8. FAILURE TO PERFORM:

If the Contractor at any time during the progress of the work refuses or neglects without fault of ATCAA or the Project Manager to supply sufficient materials or workmen to complete this agreement within the time limited herein or lawful extension thereof for a period of more than ten (10) days after having been notified in writing by ATCAA to furnish the same, ATCAA may furnish said materials or workmen to finish said work, and deduct the reasonable expenses thereof from the contract price.

Section 9. INDEMNITY:

The Contractor shall hold ATCAA, its Board of Directors, officers, employees, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to a person or property, and related costs and expenses, including reasonable attorney's fees,

arising directly or indirectly out of any act or omission of contractor, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement.

Section 10. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:

The Contractor shall provide at its own expense and maintain at all times in full force and effect during the term of this Agreement liability insurance in an amount not less than \$1,000,000 per occurrence with ATCAA named as additionally insured and shall provide evidence of such insurance to ATCAA prior to beginning work. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to ATCAA by registered mail, return receipt requested, for all of the following stated insurance policies.

Worker's Compensation - in compliance with the statutes of the State of California

General Liability insurance - with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury or death of one person, \$1,000,000 for injury or death of more than one person in one accident, and \$100,000 for property damage. This insurance shall indicate on the certificate of insurance the following coverage and indicate the policy aggregate limit applying to premises and operations and broad form contractual.

Section 11. LABOR CODE:

Both parties recognize the applicability of various laws, especially Chapter 1 of Part 7 of the California Labor Code (beginning with Section 1720), and intend that this agreement comply herewith. The parties specifically agree that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1775, 1815 and 1853, concerning wages, hours, shall apply to this agreement as though fully stipulated herein.

Section 12. PREVAILING WAGE RATES AND APPRENTICESHIPS:

Employees of the Contractor and all subcontractors engaged on this project shall be compensated at or above the current prevailing wage rate determination issued by the Director of Industrial Relations. Copies of the applicable current State and Federal prevailing wage rates are available from the Project Manager. The contractor shall pay the higher wage rate in each craft, classification or worker type. Those prevailing wages are hereby incorporated in this agreement and made a part hereof. A copy of the applicable current prevailing wage rates shall be posted at each job site.

Compliance with Section 1777.5 of the Labor Code, dealing with the employment of properly registered apprentices in all applicable occupations involved in the construction of this project, shall remain the responsibility of the Contractor. No apprentice may be placed on the job without prior submission of apprenticeship registration, allowable pay rates and approval of Owner's Representative. Failure to obtain prior approval will require payment of journeyman wages until approval is received.

Section 13. HOURS OF LABOR:

Eight hours of labor constitutes a legal day's work, and no workman employed at any time by the Contractor, or by any sub-contractor, upon the work or upon any part of the work under this contract shall be required or permitted to work more than eight hours in any one calendar day except as provided in Labor Code Sections 1810 and 1817, inclusive.

Section 14. PRICE:

In consideration of the covenants, promises and agreements on the part of the Contractor, and their strict and literal fulfillment, and as full compensation agreed upon for said work and construction, erection and completion, ATCAA agrees to pay the Contractor the sum of \$XX,XXX.XX executed warrants of ATCAA in accordance with the schedule herein provided.

Section 15. PAYMENT:

The first payment request may be submitted to the ATCAA Project Manager at any time after the date of Commencement (Section 2). Contractor shall contact Project Manager for inspection and the Project Manager will inspect and certify that the work is completed within 5 working days of request. ATCAA will pay the contractor no later than 30 days from the date of receipt of certification from the Project Manager.

The next payment request can be made to the Project Manager 30 days from the first; timing and schedule of inspection and certification of the work will follow the same process as for the first request.

ATCAA will retain 10% of each payment request.

No payment will be issued until defective work and materials have been removed, replaced and made good.

The payment of progress payments by ATCAA shall not be construed as an absolute acceptance of the work done up to the time of such payments.

Section 16. PAYMENTS WITHHELD:

Pursuant to Public Contracts Code Section 22300, ATCAA may withhold or, on account of subsequently discovered evidence, nullify all or part of any certification of work completed to such extent and period of time only as may be necessary to protect ATCAA from loss on account of:

- a) Defective work not remedied.
- b) Claims filed or reasonable evidence indicating probable filing of claims.
- c) Failure of the Contractor to make payments properly to sub-contractors or for material or labor.
- d) A reasonable doubt that the contract can be completed for the balance then unpaid.
- e) Damage of another Contractor.
- f) Failure to supply certified payrolls, backup documentation and labor standards certifications and submittals as required by this contract.

Thirty-five calendar days after recording of the notice of completion of the entire work by ATCAA, it shall issue a certificate to the Contractor and pay the balance of the contract price, provided the Contractor shows that all claims for labor and materials have been paid, and no claims have been presented to ATCAA based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the said work or site. ATCAA shall use reasonable diligence to discover and report to the Contractor, as the work progresses, any materials and labor which are not satisfactory to it so as to avoid unnecessary trouble or cost to the Contractor in making good defective work or parts.

Section 17. SUB-CONTRACTORS:

Prior to allowing any subcontractor to begin work on the job, Contractor must obtain written approval from ATCAA. Contractor will submit name, license number, place of business, and service provided. Contractor will submit copies of all subcontracts, incorporating these contract documents by reference, within 10 days of execution. Contractor will also supply labor standards certifications and insurance certifications for all

subcontractors with subcontracts. It is understood that Public Contracts Code Sections 4100 through 4114 bind the parties, and by this reference they are deemed incorporated herein as set forth in full.

Section 18. ASSIGNMENT:

This agreement binds the heirs, successors, assigns and representatives of the Contractor, but neither this agreement, nor any part thereof, nor any moneys due or to become due hereunder, may be assigned by the Contractor without the prior consent of ATCAA and the Contractor's surety or sureties, unless they have waived notice of assignment.

Section 19. NON-DISCRIMINATION CLAUSE:

- a. CONTRACTOR shall not discriminate against any employee employed in the performance of this contract, or against any applicant for employment because of sex, race, creed, color, national origin, sexual preference, age, or disability. This requirement shall apply to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay other forms of compensation; and selection for training, including apprenticeship. In the vent that the Contractor signs any contract which would be covered by Executive order 10925 (March 6, 1961) or Executive Order 1114 (June 22, 1963) the contractor shall include the equal employment clause specified in Section 301 of Executive Order 10925, as amended.
- b. No person in the United States shall, on the ground of race, creed, color or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract in accordance with any Agency regulations pursuant to the Civil Rights Act of 1964 (45 C.F.R. Part 101), as amended.

Section 20. COMPLIANCE WITH DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor shall comply with all requirements of Federal Law (Drug-Free Workplace Act of 1988, 34 CFR, Part 85, Subpart F).

Section 21. COMPLIANCE WITH PRO-CHILDREN ACT OF 1994:

Contractor shall comply with all requirements of Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-children Act of 1994. This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State and local government, Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts.

Section 22. MAINTENANCE OF RECORDS:

In accordance with state and federal requirements, Contractor shall maintain all project records and provide access to ATCAA or their representatives.

Section 23. ANTI-LOBBYING REQUIREMENT:

The Contractor will complete the Anti-Lobbying Certification included in the bid packet

Section 24. CONFLICT OF INTEREST:

No member, officer, or employee of the Amador-Tuolumne Community Action Agency or its designees or agents, and no other public official of such locality or localities who exercise any functions or responsibilities within respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for grant activities to be performed in connection with the program assisted under this Agreement. No congressional representative and no resident commissioner shall receive any benefit from this project. Contractor shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

Section 25. CERTIFIED PAYROLLS:

All contractors will submit certified payrolls to ATCAA's Project Manager or uploaded to CA DIR within 7 days of the end of each weekly payroll period.

Section 26. Miscellaneous Provisions:

- (a) ATCAA will monitor Contractor for compliance with contract provisions.
- (b) Contractor agrees to the following provisions:
 - 1. Perform the work in accordance with all applicable federal, state, and local housing and building codes, such as environmental, building, planning, zoning, health and safety, relocation, labor, fair employment, and historic preservation.
 - 2. Maintain unemployment insurance, disability insurance, and liability insurance reasonable to compensate for injuries or damages related to the activities of this contract.
 - 3. Keep all program records for at least four years after the contract and any and all amendments expire or four years after the completion and resolution of any audits or lawsuits, whichever is later.
 - 4. Allow ATCAA or any Federal or State Agency to access all relevant records for grant monitoring or auditing purposes.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

CONTRACTOR
By

ATCAA
By

Joseph Bors, Executive Director

Exhibit B

BID FORM

ATCAA Food Bank Back Up Generator

NAME OF BIDDER:			
BUSINESS MAILING ADDRESS:			
CITY, STATE, ZIP:			
BUSINESS STREET ADDRESS:			
CITY, STATE, ZIP:			
TELEPHONE: ()		FAX: ()	
E-mail address:		Contractor License No.:	
		DIR Registration Number (if required)	

Services requested to be accomplished and referred to herein are to purchase and install the specified emergency backup generator for the ATCAA Food Bank located at 10059 Victoria Way, Jamestown, CA 95327, with supporting electrical work. The work shall be in accordance with the Request for Proposals – ATCAA Food Bank, Back-up Generator Project.

If this bid is accepted and the undersigned fails to enter into the agreement and provide insurance and bonds as specified herein within eight (8) days, not including Sundays and legal holidays, after Contractor has received notice from the ATCAA Food Bank that the Agreement has been awarded, the ATCAA Food Bank may, at its option, determine that Contractor has abandoned the Agreement and thereupon this bid and the acceptance thereof shall be null and void.

The undersigned, as Contractor, declares that the only person or parties interested in this Bid as principals, are those named herein; this Bid is made without collusion with any other person, firm, or corporation; it has carefully examined the locations of the proposed work and the proposed form of Agreement, and, it proposes and agrees that, if this bid is accepted, it will contract with the ATCAA Food Bank, in the form of the copy of the Agreement annexed hereto, to provide all necessary labor, equipment, tools, materials (except as otherwise specified in the Agreement), and incidentals necessary to accomplish the services specified in the Agreement in the manner and time therein prescribed and according to the requirements of the ATCAA Food Bank as therein set forth, and that it will take in full payment therefore the following item prices, to wit.

Exhibit C

Plans and Specifications

GENERATOR SPECS - Core Requirements:

- 48kW 120/208V 3 phase 60Hz
- Liquid Propane fired unit
- Outdoor enclosure
- 200 Amp “RTS” type, 3 phase, 4 wire, service rated transfer switch (automatic) mounted inside the warehouse behind Service Panel C
- Generator must meet EPA Emission Regulations
- Generator must be UL2200 Listed
- Generator mounted breaker
- Generator must be liquid cooled, with radiator and fan
- Battery charger 2.5A minimum (located in the ATS or generator housing)
- The installed generator set shall be rated at a minimum of 48kW 120/208KVA based on a Generac RG048 Liquid-Cooled Gaseous Engine model. The Generac RG048 model specifications will be considered the minimum requirements of the generator to be installed and can be found at https://www.generac.com/generacorporate/media/library/content/all-products/generators/resi-comm/protector/a0000373704_5.pdf

DESIGN/LAYOUT:

The generator must be placed, at a minimum, of 25 feet from outside air intakes, and 10 feet minimum, from operable doors and windows, outside of the food bank, on the right hand side of the receiving/main warehouse roll up door, following local codes/guidelines. The concrete support pad will be **provided by others**. A 500 gallon liquid propane tank will be **provided and placed by others**, and is to be located adjacent to the generator, on the right hand side. Bollards will be **provided and placed by others** after installation of the generator is complete. The design layout must include all diagrams sufficient and necessary for obtaining all required permits. If a subcontractor is utilized to provide these diagrams, the subcontractor must also be the one doing the installation, and must be stated on the “List of Contractors.” The Automatic Transfer Switch is to be located inside the warehouse, on the reverse side of the service panel wall, behind service panel C.

CONTRACTOR NARRATIVE / DRAWING:

Provide an overview/compliance statement of the design and layout. **The overview must include:**

- A statement confirming the generator system, generator system communications capability if applicable, accessories and control system specifications.
- A statement of methods and materials that will be used to provide liquid propane service to the new generator system.
- A statement of methods and materials, including location, that will be needed to install and connect the 200A automatic transfer switch to the new generator that is compliant to all applicable codes.
- A statement of methods and materials that will be used to connect all existing loads to the new generator backup system.

- A statement that all electrical power systems currently connected to Service Panel C, will be backed up by the new generator system at the completion of the project.
- A statement of method to assure proper exhaust ventilation. It shall be non-acceptable to have fumes enter any part of the interior food bank or nearby buildings.
- A proposed layout drawing showing the footprint of the generator, concrete pad, propane tank location, and automatic transfer switch. Concrete pad to be **constructed/provided by others** upon approval of bid.
- A statement with the breakdown of the project installation timeline.

PERMIT / CODES:

Contractor shall secure all required Tuolumne County permits and inspections, as well as any state or federal permits that may be required.

TECHNICAL BULLETIN NOTIFICATION: The manufacturer shall notify the ATCAA Food Bank of any technical bulletins, warnings or product recalls associated with equipment over the lifetime of equipment warranty.

INSTALLATION:

- All equipment shall be installed by the contractor in accordance with the final submittals and contract documents.
- Equipment shall be installed in accordance with the manufacturer's instructions as well as instructions included in the listing or labeling of UL listed products.
- Contractor will provide ALL labor and materials to complete the installation of the generator including installation.
- Contractor will restore any landscaping, asphalt, concrete, etc. disturbed by the install to its original state or approved alternative. Any damage to the ATCAA Food Bank property caused by the installation of the generator will be repaired at the contractor's expense.
- Contractor will make all connections to the building's panel boxes, required interfaces with the electric company and provide any/all enhancements or updates to the electrical lines.
- All wiring is to be copper THHN, THWN, XHHW insulation. Generator controller communications and remote annunciator communications cables to be as specified by the manufacturer.
- All electrical wires will be installed in hidden view or out of site within any part of the food bank. All wires will be installed in compliance of code.
- All current electrical circuit breakers at the food bank will be replaced by code compliant circuit breakers.

ACCEPTANCE:

Contractor will provide field acceptance testing which will include a full load test (2 hours) at 100% with an electrical inspector on site. If needed, a portable load bank will be provided by contractor. Contractor will provide reports to owner and engineer after conclusion of test/start-up.

SERVICE WARRANTY AND AVAILABILITY:

Contractor will provide a five (5) year maintenance agreement from date of owner's acceptance of working generator. Contractor shall have a local service availability and factory trained service technicians to provide warranty service on all products provided. The service organization shall be on call 24 hours per day, 365 days per year. The supplier shall maintain an inventory of critical replacement parts at the local service organization, and in service vehicles.

If the generator cannot be repaired to accommodate a full capacity on the initial tech visit, the awarded contractor will provide, at no additional charge, a temporary back-up generator to fulfill the same requirements of the ATCAA Food Bank's generator.

Contractor will provide at no additional expense preventative maintenance / inspections two (2) times yearly during the five (5) year maintenance period. The following preventative maintenance will be performed:

- Inspections/adjustments/service as required:
- Lube, oil, and filter
- Engine tune up, belts
- Engine heater operation, if applicable
- Fuel, oil, coolant leaks
- Air intakes and outlets
- Silencer if applicable
- Cooling hoses
- Battery charger operation and charge rate, check battery electrolyte levels and specify gravity
- Emergency system operation without load transfer
- Frequency check/governor adjustment
- Transfer switch and accessory operation
- Engine alternator charge rate, engine and generator
- Gauge and indicator operation
- Generator set controller operation including shutdown functions, emergency stop, generator output voltage, and adjust as required
- Service/replace air cleaner, check coolant level and fill if necessary, Test and adjust anti-freeze and drain exhaust line
- Oil and filter change, anti-freeze flush and oil sample analysis. Copy of Analysis shall be provided with service report
- Load bank testing (Min. 2 hour) - Once at startup and acceptance testing and (1) at the end of each year (6 total, including the five (5) year maintenance agreement)
- Any other manufacture recommendation not mentioned above

After each preventative maintenance / inspection, the ATCAA Food Bank will receive a written report detailing any conditions found.

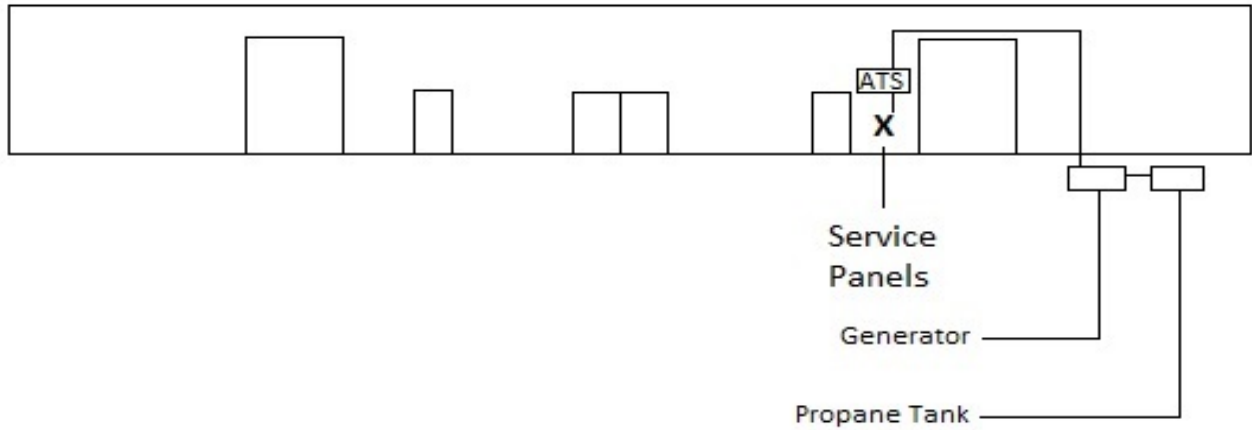
WARRANTY:

Contractor will provide a full five (5) year parts and labor warranty (all associated equipment) including a guarantee that in the event of a generator failure, a repair technician will be on site to diagnose the generator within four (4) hours of trouble report. This warranty will start from the date of acceptance. The warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, repair parts cost, etc.

TRAINING / MANUALS:

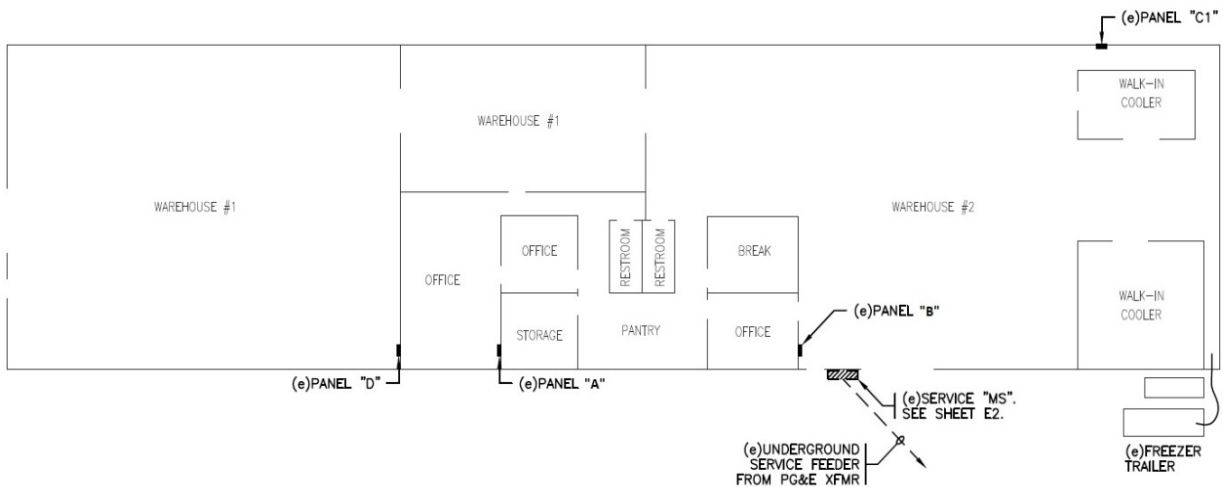
Contractor will instruct the ATCAA Food Bank personnel on all operations and safety features. At least two (2) on-site hours of training will be provided to the ATCAA Food Bank. Contractor will provide the ATCAA Food Bank with two (2) copies of all manuals and instructions. Contractor will provide all warranty information in electronic and hard copy.

BASIC LAYOUT DESIGN:



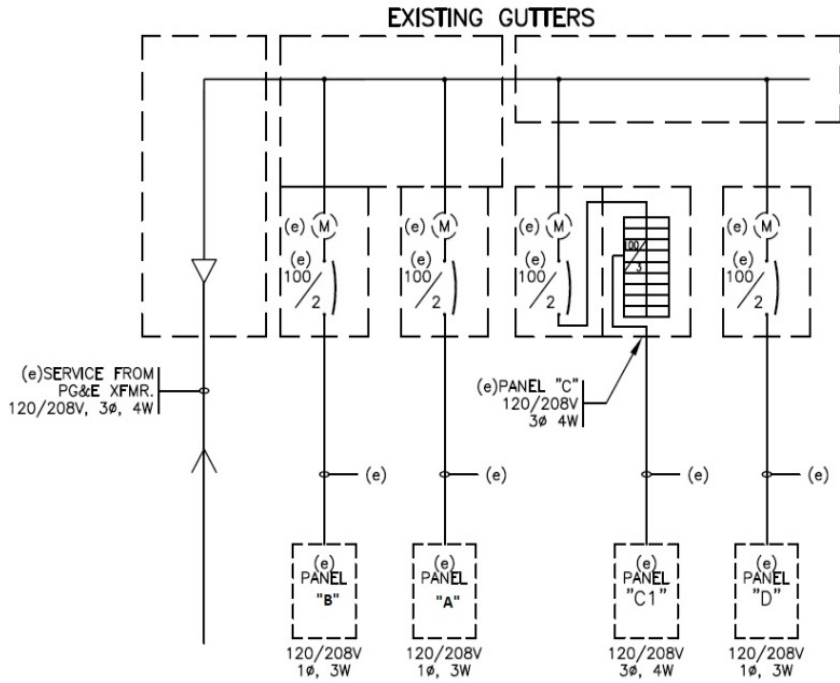
Scale: N.T.S. (FRONT ELEVATION VIEW)

Existing Electrical Floor Plan:



Scale: N.T.S. (TOP ELEVATION VIEW)

Existing Electrical Layout:



EXISTING ONE LINE DIAGRAM

SCALE: N.T.S.

NOTE: SEE PHOTO #1.



EXISTING PHOTO #1

SCALE: N.T.S.

BID SCHEDULE

ITEM NO.	(P) (F) (S) ITEM (Note 1)	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT COST	AMOUNT
1		Design Charge (Adhering to Exhibit C – Plans and Specifications)	1		\$	\$
2		48kW Propane Generac (or equivalent) Generator (with minimum 48 hour run time with full load at prime rating) Engine certified to Tier 4 emissions regulations.	1		\$	\$
3		"RTS" type automatic transfer switch, rated 200A, 120/208V, 3 Phase, 4 Wire	1		\$	\$
4		Battery - Group 27F (48kW), 725CCA	1		\$	\$
5		Parts & materials as needed, including but not limited to; conduit/piping, electrical wiring, fasteners, breakers, additional panels.	1		\$	\$
6		Generator installation and all associated labor , including but not limited to; packing, delivery, setup, electrical work, LP connection, and final testing.	1		\$	\$
7		All necessary permits required by the county/state	1		\$	\$
8		5-Year Warranty Agreement	1		\$	\$
9		5-Year Service/Maintenance Agreement	1		\$	\$
10		Training / Manuals	1		\$	\$
TOTAL COST						

(Note 1) P- Denotes Partial Pay; F- Denotes Final Pay.

(1) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL

(2) ANY ALTERATIONS, MODIFICATIONS OR CHANGES TO THIS BID SCHEDULE SHEET BY THE BIDDER WILL BE GROUNDS FOR BID REJECTION.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature _____

Title _____

Company _____

NON-COLLUSION DECLARATION

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)**

This Non-collusion Declaration is part of the Bid Form. Signing this Bid Form on the signature portion thereof shall also constitute signature of this Non-collusion Declaration. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

The undersigned declares:

I am the _____ of _____,
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ [date], at _____

[city], _____ [state].

Signature

LABOR CODE SECTION 1861 CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No contract will be entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid submittal and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature: _____

Name and Title: _____

Dated: _____

ADDENDA ACKNOWLEDGMENT

This Proposal is submitted with respect to the changes to the contract included in addenda number/s:

Addendum No. _____ Bidder's Initials _____
Addendum No. _____ Bidder's Initials _____
Addendum No. _____ Bidder's Initials _____

Fill in addenda numbers if addenda have been received and insert, in this proposal, any Engineer's Estimate sheets that were received as part of the addenda.

DEBARMENT AND SUSPENSION CERTIFICATION

Title 2, Code of Federal Regulations, Part 180

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntarily exclusion. or determined ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certifications are part of the Bid Form and will be part of any agreement entered into by the ATCAA Food Bank. Signing this Bid Form on the signature portion thereof shall also constitute signature of these Certifications.

The Contractor's license number and expiration date are stated under penalty of perjury.

Licensed in accordance with an act providing for the registration of contractors:

License No.: _____ Exp. Date: _____ Classifications: _____

Print Name and Title of Bidder
Date

Signature of Bidder

Business Address

Place of Business

CONTRACTOR'S CERTIFICATION

The undersigned further certifies that the Bidder who submitted the Bid to which this certification is attached, is appropriately licensed by, and in good standing with, the California Contractors' State License Board, and is not listed on the federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

SIGNATURE OF:

Bidder if Bidder is an individual:

(Name of Bidder)

Partner if Bidder is a partnership:

(Name of Partner)

Officer if Bidder is a corporation:

(Name of Officer)