



**AMERICAN VALLEY COMMUNITY SERVICES
DISTRICT**

BID MANUAL

Purchase of Four (4) Backup Generators

**900 Spanish Creek Road
Quincy, CA 95971
(530) 283-0836 FAX: (530) 283-0838**

**May 3, 2021
AMERICAN VALLEY COMMUNITY SERVICES DISTRICT**

BIDS MUST BE RECEIVED NO LATER THAN: May 21, 2021, 5:00 p.m.

INVITATION TO BID

[Advertised Once in newspaper of general circulation in the District on or before May 13, 2021]

1. **Notice**

NOTICE IS HEREBY GIVEN that the Board of Directors of the American Valley Community Services District (“District”) invites and will receive sealed Bids up to but not later than May 21, 2021, at the District Office, located at 900 Spanish Creek Road, Quincy, CA 95971, for the furnishing of four (4) backup generators to the District as further set forth in the Bid Manual in which this solicitation is included (the “Generators”). At said time, Bids will be publicly opened and read aloud at the District Office. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

2. **Award**

District shall award the contract for the Generators to the lowest responsive, responsible Bidder as determined by the District from the Base Bid Alone. District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

3. **Further Information/Questions**

For further information, contact Jim Doohan, General Manager, at jim@americanvalleycsd.com

Deliver Bids To:

American Valley Community Services District
Attn: Jim Doohan, General Manager
900 Spanish Creek Road, Quincy, CA 95971

Bid Due Date And Time: May 21, 2021, 5:00 p.m

END OF NOTICE INVITING BIDS

SPECIFICATIONS

The American Valley Community Services District (hereinafter called “the District”) is requesting bids from qualified contractors to supply four (4) backup generators to the District.

Description of the District

The District was formed by the consolidation of the Quincy Community Services District and the East Quincy Services District on January 11, 2018. The District provides water and wastewater services to approximately 4,200 residents in Quincy and East Quincy, CA. The District’s Board of Directors consists of five members elected by the public to serve the District.

Scope of the Bids Invited

This District is soliciting bids for the sale of four (4) backup generators and automatic transfer switches to the District as set forth herein.

General Requirements

- Generators must be provided with an appropriately sized automatic transfer switch to be provided with each generator.
 - Generator and transfer switch must be equipped with an ‘exercise’ mode that is programmable by the District.
 - All equipment must be outdoor rated, automatic transfer switch enclosure to be minimum NEMA 3R rated.
- Generators must be equipped with aluminum sound attenuating enclosures, Level 1 sound with a critical grade muffler.
- Generators must be liquid-cooled.
- Generators must meet the most current tier emission standards.
- Generators must be able to provide 4-20ma signal to existing SCADA system with running, stopped, power fail, generator fail conditions.
- Generators must be able to connect to the internet via Ethernet cable for routine updates, monitoring, and troubleshooting.
- All equipment is to be current model year unless expressly approved by the District.
- All freight is to be FOB the District.

Site Specific Requirements:

North Lift Station:

- Generator Size
 - 30 kw/ 3 phase/ 480 volt/ 200 amp
 - Correctly sized Automatic Transfer Switch
 - Propane gas in place

East Lift Station:

- Generator Size
 - 25 kw/ 3 phase/ 480 volt/ 200 amp

- Correctly sized Automatic Transfer Switch
- Propane gas in place

West Lift Station:

- Generator Size
 - 65 kw/ 3 phase/ 480 volt/ 200 amp
 - Correctly sized Automatic Transfer Switch
 - Propane gas in place

Mobile – Trailer Mounted Diesel Generator

- Generator Size
 - Single-phase, 120/240VAC @ 1.0pf (kw/kVA)
 - Three-phase, 120/280VAC @ 0.8pf (kW/kVA)
 - Three-phase, 120/240VAC @ 0.8pf (kW/kVA)
 - Three-phase, 277/480VAC @ 0.8pf (kW/kVA)
- Trailer Information
 - DOT approved tail, side, brake, and directional lights

BID REQUIREMENTS

BID TO INCLUDE:

1. Transmittal letter

On Bidder letterhead provide the following information:

- Bidder’s legal name and corporate structure
- Bidder’s primary contact to include name, address, phone, and email
- Contractor license number and expiration date (if applicable)
- If registered with SAMS, provide your Dun number.
- If registered with DIR, provide your DIR number.
- Provide acknowledgement that the bid will be valid for 90 days from the date of the Bid deadline, May 21, 2021.
- Identification of use of subcontractors and scope of work to be performed by subcontractors
- Identification of any pending litigation against the Bidder
- Disclosure of any bankruptcy or insolvency proceedings in last ten (10) years involving Bidder
- Statement of the Bidder’s credentials to deliver the services sought under the Invitation to Bid.
- Statement that the Bidder or any individual who will perform work for the Bidder is free of any conflict of interest (e.g., employment by the District)
- Signature of a company officer empowered to bind the Bidder to the provisions of this Invitation to Bid and any contract awarded pursuant to it.

Note: The District may not contract or purchase from any entity or person who is debarred or considered for debarment.

2. Detailed bid as outlined below.
3. Estimated lead time for delivery from time of order.
4. Sign and return a copy of this Bid Manual with your Bid.

GENERAL REQUIREMENTS OF THE BID:

The District prefers to purchase parts and equipment manufactured and sold in the United States by businesses based in the United States. Please indicate if the bid materials will be purchased from companies based in the U.S.

BID DETAILS:

The bid shall list costs by the site as follow:

- Generator (make, model, fuel type)
- Automatic Transfer Switch (make, model)
- All associated costs (i.e. tax and freight)
- Total cost of all equipment and associated costs

The bid shall list cost in total as follows:

- All Generators and automatic transfer switches
- All associated costs (i.e. tax and freight)
- Total cost of all equipment and associated costs

Reserved Rights:

The District reserves the right to retain all bids submitted and use any idea in a bid regardless of whether that bid is selected.

A contract for the generators will be awarded, if at all, to the lowest responsible responsive bidder.

Submission of a bid constitutes acceptance by the firm of the terms and conditions contained in this Project Manual, including by way of illustration and not by limitation, those set forth in the form of the Purchase Order set forth in Exhibit A hereto.

The following further reservations and clarifications apply to this Invitation to Bid:

1. The District reserves the right to withdraw this solicitation of a bid at any time without prior notice. Further, the District does not make any representations that any agreement will be awarded to any firm submitting a bid.
2. The District reserves the right to reject any and all bids submitted in response to this Invitation to Bid and reject any sub-bidder or individual working for a consulting firm.

3. All bids, inquiries, responses, or correspondence related to or in reference to this Invitation to Bid, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the bidder will become the property of the District and a matter of public record.
4. In any event, the District shall not be liable for any pre-contractual expenses incurred by any bidder. Bidders shall not include any such expenses as part of the price proposed in its bid. Pre-contractual expenses are defined as expenses incurred by bidders in preparation of the bid, submissions of the bid, negotiations with the District on any matter related to the bid, and other expenses incurred by the bidder prior to the date of award for the contract for the Generators.
5. The District maintains an anti-discrimination policy, which requires that all contractors not discriminate in hiring on the basis of age, gender, race, religion, sexual orientation, or medical condition, or any other characteristic protected by law. Upon acceptance of a bid, the District may request the selected bidder sign a statement affirming their compliance with this policy.

Contract

Any contract awarded pursuant to this Invitation to Bid shall be in the form set forth in Exhibit A, which is incorporated herein by reference, the awarded firm being the “Vendor” identified therein.

Exhibit A

Form of Purchase Order

AMERICAN VALLEY COMMUNITY SERVICES DISTRICT - PURCHASE ORDER (GOODS)

Account No.	Req. No.	Purchase Order No. Order Date: Delivery By: Buyer: Phone Number: E-mail:	Remit to: American Valley Community Services District
VENDOR _____ _____ _____ _____ Attn: _____		Ship to: American Valley Community Services District F.O.B. Point: _____ _____	

This Purchase Order is subject to the attached terms and conditions.

Order:

[INSERT DESCRIPTION OF GOODS TO BE PURCHASED OR ADD REFERENCE TO ATTACHMENT INCLUDING DETAILED DESCRIPTION OF GOODS]

PURCHASE ORDER TERMS AND CONDITIONS FOR GOODS

1. Acceptance. This purchase order for goods issued by the American Valley Community Services District ("District") to the Vendor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any additions or different terms in the Vendor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Vendor's shipment of goods in response to this order shall be considered acceptance by the Vendor.

2. Entire Agreement. Unless Vendor and District have entered into a separate written contract covering the purchase of the goods described herein, the entire contract between the parties consists of this order and the Vendor's acceptance as above stipulated, and said contract shall not be changed or added to except in writing signed by authorized representatives of each party.

3. Price. The price invoiced for the goods on this purchase order shall be no higher than the price stated on the front of this purchase order unless prior notification is received from Vendor prior to shipment and the change is accepted by District. If the Vendor's established price for any item upon the date of delivery shall be lower than the price shown on this purchase order, District shall have the benefit of such lower price. Vendor shall deliver to District all invoices within 30 days of shipping or service delivery.

4. Payment. Payments will be made net 30 days unless otherwise specified as per agreements regarding discount terms. The period of computation will commence on the date of receipt of a correctly completed invoice. Payment may be withheld, in whole or in part, due to deficiencies in Vendor's performance. Payment of an invoice by District shall be without prejudice to any and all claims District may have against Vendor in connection with such goods. Invoices are paid on a weekly basis and such practice may result in minor deviations from payment terms otherwise cited herein

5. Time of the Essence. Time is of the essence on this order. If delivery is not made in the quantity or quantities and at the time or times specified, District shall have the right, at its option, to cancel the entire order or that part of same not so delivered. If District accepts delayed delivery the time of payment shall be extended accordingly.

6. Delivery and Acceptance. Vendor expressly warrants that any article, material or work is free and clear of all liens and encumbrances whatsoever, and that Vendor has good and marketable title to same. Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. destination. No charge will be allowed for packing, crating, freight, express or other carrier's charges, or cartage, unless specifically agreed to by District. Title to goods purchased hereunder shall pass to District at the designated F.O.B. point, subject to District's right to inspect and reject or revoke acceptance.

7. Warranty. Vendor warrants for a period of 12 months following start of use or 18 months from receipt, whichever occurs first, that the goods described herein will be free of defects in workmanship, design, materials, and title, and notwithstanding anything herein to the contrary, will conform to all applicable proposals, specifications, instructions, drawings, data, descriptions, and samples, and will be of good and merchantable quality and fit and sufficient for the purpose intended. Vendor shall obtain and provide to District Material Safety Data Sheets (MSDS) for each product that contains hazardous substances as defined by CalOSHA.

8. Rejection of Goods. District shall have the right, at its option, to reject or revoke acceptance of any goods which do not conform to these warranties or to the specifications. In case of such rejection or revocation of acceptance, transportation of the rejected goods, both to and from District, shall be at the expense of Vendor, said rejected goods are not to be replaced except upon specific instruction from District, and District shall have the right at its option to cancel the remainder, if any, of the order, by notice to Vendor at the time notice is given of rejection or revocation of acceptance. Vendor shall be liable to District for all damages proximately caused by breach of any of the foregoing warranties, including incidental damages but excluding special or consequential damages.

9. Returns. District reserves the right to return for full credit any excess over quantity called for in any order or orders. Vendor to bear the cost of transportation both ways.

10. Force Majeure. Vendor shall not be held responsible for failure or delay in shipping nor District for failure or delay in accepting goods described herein if such failure or delay is due to act of God, war, federal or state legislation or any regulations or orders, fire, accident, or other causes, either similar or dissimilar to the foregoing, beyond their control. In the event of any such excused interference with shipments, District shall have the option either to reduce the quantity provided for in the order accordingly or to exercise its right of cancellation as set forth in these terms and conditions.

11. Additional Fees. Unless otherwise required by law or provided herein, Vendor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the article sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with performance of this order.

12. No Waiver. No exercise by District of its rights hereunder shall constitute a waiver of any rights it may have for breach of contract. District's waiver of or failure to enforce its rights on account of Vendor's failure or delay in performing any obligation of Vendor hereunder, or on account of Vendor's breach of contract in any respect, shall not constitute a waiver of any subsequent failure, delay or breach.

13. Compliance with Law. Vendor shall comply with all applicable laws and regulations of the federal, state and local government. District shall assist Vendor, as requested, in obtaining and maintaining all permits required of Vendor by Federal, State and local regulatory agencies. Vendor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her Work. Vendor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. Vendor shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Any stop orders issued by the Department of Industrial Relations against Vendor or any

AMERICAN VALLEY COMMUNITY SERVICES DISTRICT - PURCHASE ORDER (GOODS)

subcontractor that affect Vendor's performance of services, including any delay, shall be Vendor's sole responsibility and Vendor shall indemnify District from liability arising out of the same. It shall be mandatory upon the Vendor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815), contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 and to be registered with the Department of Industrial Relations shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1771.4, 1725.5 and 1771.1.

14. Insurance. Vendor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01, naming District as an additional insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Pollution Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided by those Vendors transporting hazardous materials. Insurance carriers shall be licensed to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A:VII" rating according to the latest Best Key Rating unless otherwise approved by District. VENDOR SHALL ENSURE THAT THIRD PARTY SHIPPERS CONTRACTED BY VENDOR HAVE ADEQUATE INSURANCE COVERAGE.

15. Indemnification. The Vendor shall indemnify and hold harmless District, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Vendor or sub-contractors for wages or benefits which arise in connection with the sale, delivery and/or installation of goods, except to the extent caused or resulting from the negligence or willful misconduct of District. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to District and District's attorneys' fees incurred in such an action.

16. Substitutions, Changes and Cancellation. No substitutions are acceptable unless expressly accepted in writing by District. District may make changes in the general scope of this order by giving written notice to Vendor. If any such change affects the cost of or time to deliver or perform under this order, an

adjustment in price, delivery or both will be made as District determines to be equitable. Vendor may request changes; however no such change shall be effective unless accepted in writing by District. District may cancel this order in whole or in part at any time before acceptance of the goods due to Vendor's breach or for District's convenience.

17. Laws, Venue, and Attorneys' Fees. This purchase order shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this purchase order, the action shall be brought in a state or federal court situated in the County of Plumas, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

18. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than District and the Vendor. The unenforceability, invalidity or illegality of any provision(s) of this purchase order shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Vendor shall not assign, sublet, or transfer this purchase order or any rights under or interest in this purchase order without the written consent of District, which may be withheld for any reason. Vendor is retained as an independent contractor and is not an employee of District. No employee or agent of Vendor shall become an employee of District. This is an integrated agreement/purchase order representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto.

19. Damage to District Facilities. Damage to District or public facilities or private property caused by the Vendor or by its subcontractors during delivery or installation shall be repaired and/or replaced in kind at no cost to the District.

20. Site Safety and Cleanup. The delivery and installation site shall be kept clean and free of hazards at all times during delivery and installation. After installation is completed at the site, as applicable, Vendor shall clean the surrounding area to the condition prior to delivery and installation.

21. Installation. If the Vendor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the District.

***OPTIONAL TERMS:** Check box if applicable

Custom Design: If the goods are produced by Vendor in accordance with designs, drawings or blueprints provided by District, Vendor shall return same to District upon completion or cancellation of this order. Any materials, equipment, tools, artwork, designs or other property furnished by or specifically paid for by District shall be District's property.