

Project Description:

The City of Hughson is looking to Replace the following Commercial Grade kitchen equipment. All proposed equipment must have an NSF or ETL rating. The equipment that is specified may be substituted for an "or equal" brand. Basic features must be adhered to. The Senior Center is located at 2307 4th St. Hughson, CA 95326.

Project Scope:

- 1) All proposals will include sales tax and delivery to the Senior Center. All submitted equipment will be subject to Stanislaus County DER departmental approval. Equipment list is as follows.
 - 2) Refrigerator/freezer – Everest Brand ESWQ3.
 - 3) Range/griddle/oven – Garland Brand G48-4G24LL.
 - 4) Ice machine – Avantco Ice KMC-F-322-A 22".
 - 5) Steam table on lockable casters – Servit Three Pan Open Well.
 - 6) Microwave – Sharp R-21 LCFS.
 - 7) Most statements and requirements below apply to construction projects and do not apply to this scope.
 - 8) The contractor shall be responsible to provide all materials, labor and equipment needed to complete this scope.
 - 9) The contractor understands that all "on-site" labor will be done at prevailing wage rates. The quote must reflect the most recent prevailing wage determination or as amended from time to time:
<https://www.dir.ca.gov/oprl/dprevagedetermination.htm>
 - 10) The contractor shall be responsible for the proper disposal of any project waste.
 - 11) The contractor shall be responsible for the protection of any materials or equipment left on site during non-working hours.
 - 12) The contractor shall be responsible for any required building permits and inspections. Permit fees will be waived by the City.
 - 13) The contractor is responsible for any required USA surveys. Any damage, because of not getting a survey, will be the contractor's sole responsibility.
 - 14) The contractor shall provide their DIR number, proof of insurance and W-9 per City requirements.
 - 15) According to contracting law, the contractor shall provide payment and performance bonds on work totaling \$25k or more.
 - 16) Questions shall be taken until 2:00 on May 31st.
 - 17) Bids will be due on June 7th at 2:00 p.m. Any bids received after 2:00 will be deemed non-responsive and will not be considered. Turn bids in either by email or hard copy dropped off at the lobby of City Hall. Email address: wnewlin@hughson.org
 - 18) If you have any questions, please contact Bill Newlin at 209-617-7850.
1. The winning bidder will be required to sign the City of Hughson's standard construction contract. The standard contract form is located at the City of Hughson website. WWW.HUGHSON.ORG
 2. If a traffic control plan is being asked for, the TCCP can be simple and straightforward.
 3. Temporary closure to prevent public access at the end of the day is required.
 4. Any permits required are to be applied for by the contractor at no cost.
 5. If required, construction staking is the responsibility of the contractor to ensure that location and elevations of new items of construction satisfy the construction plans and/or site conditions.
 6. See City contract form for insurance and indemnity requirements.

Required Contractor's License(s): Under Public Contract Code section 3300 and Business and Professions Code section 7028.15(e), the City of Hughson requires that the contractor possess a valid contractor's license, covering this type of work, at the time that the contract is awarded. Failure to possess the specified license will render the bid non-responsive and will bar the award of the contract to any bidder not possessing such license at the time of the award.

Required Contractor and Subcontractor DIR Registration: The City of Hughson will accept bids only from bidders that (along with all subcontractors listed) are currently registered and qualified to perform public work pursuant to Labor Code section 1725.5; provided, however, that if a bidder is a joint venture (Business & Professions Code § 7029.1) then City of Hughson may accept a non-complying bid provided that the bidder and all listed subcontractors are registered at the time the contract is awarded. Please provide a State issued Department of Industrial 10 Relations (DIR) registration number with the bid proposal. Information on registration with the DIR is available at: <https://efiling.dir.ca.gov/PWCR>. This is a separate requirement from the Contractors State License Board licensing requirement.

Substitution of Securities: In accordance with Public Contract Code section 22300, substitution of eligible and equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder. Such equivalent securities must be deposited with City of Hughson or with a state or federally chartered bank as the escrow agent who will then pay such moneys to the contractor. Upon satisfactory completion of the contract, the securities will be returned to the contractor. Securities eligible for investment include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and City of Hughson. The contractor will be the beneficial owner of any securities used to secure its performance. Any escrow agreement will be substantially similar to the form set forth in Public Contract Code section 22300.

Labor Code Compliance: Any contract entered into pursuant to this Notice will incorporate the applicable provisions of the California Labor Code.

Prevailing Wage Laws: The successful bidder must comply with all prevailing wage laws applicable to the project, and related requirements contained in the contract documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City of Hughson, and may be obtained from the DIR website: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Upon request, City of Hughson will make available copies to any interested party. Also, the successful bidder must post the applicable prevailing wage rates at the work site.

Payroll Records and Prevailing Wage Monitoring: This project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations. (Labor Code § 1771.4.) Each contractor and subcontractor must keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the contractor or subcontractor in connection with the public work. These records must be certified and made available for inspection at all reasonable hours at the principal place of the contractor as required by Labor Code section 1776. In the case of state-funded public works projects, certified payroll reports must be provided to City of Hughson on a weekly basis.

Reservation of Rights: The City Board reserves the right to reject any or all bids, waive any irregularities in the bids, and to make an award or any rejection in what it alone considers to be in the best interest of the City.

Bid Protest Procedure: Any bid protest must be in writing and received by City at 7018 Pine Street, Hughson California, before 5:00 p.m. no later than two working days following bid posting of the informal bids received by the cutoff date and must strictly comply with the requirements set forth in this Bid Protest Procedure.

1. **General.** Only a bidder who has actually submitted a responsive bid proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder but must timely pursue its own protest.

2. **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Bid Form, Contract Documents, or bidding documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

3. **Copy to Protested Bidder.** A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

4. **Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

5. **Copy to Protesting Bidder.** A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

6. **City's Decision.** The scope of the bid protest considered by the City shall be limited to the issues set forth in the bid protest timely filed pursuant to this Policy. The City may take any action on the bid protest that is authorized by law, including adoption of City staff's recommended determination of the bid protest, adoption of a determination different from that recommended by City staff, or the rejection of all bids without deciding the bid protest. The decision of the City on a bid protest shall be the final administrative action on the protest and shall exhaust the protesting bidder's administrative remedies.

Exclusive Remedy. The procedure and time limits set forth in this Bid Protest Procedure are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

8. **Right to Award.** The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

9. **Rejection of All Bids.** The filing of a bid protest shall not preclude the City from rejecting all bids. Rejecting all bids shall render a protest moot and terminate all protest proceedings.